

Case No. 2022-0583

In the Supreme Court of Ohio

ON APPEAL FROM THE COURT OF APPEALS
NINTH JUDICIAL DISTRICT
LORAIN COUNTY, OHIO
CASE NOS. 19CA011563 AND 20CA011632

GIBSON BROS., INC., *et al.*,

Plaintiffs/Appellees/Cross-Appellants,

vs.

OBERLIN COLLEGE, *et al.*,

Defendants/Appellants/Cross-Appellees.

**BRIEF IN OPPOSITION TO MOTION FOR STAY OF
APPELLANTS/CROSS-APPELLEES
OBERLIN COLLEGE AND MEREDITH RAIMONDO**

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I. PRELIMINARY STATEMENT

“[T]he integrity of procedural rules is dependent upon consistent enforcement because the only fair and reasonable alternative thereto is complete abandonment.”

Davis v. Immediate Medical Services, Inc.,
80 Ohio St.3d 10, 684 N.E.2d 292, 1997-Ohio-363

The Gibsons¹ have correctly completed every step necessary to properly execute on its judgment and collect on the surety bond in this case. All that is left is for the surety to make the payment. Belatedly realizing their error, Oberlin² asks this Court to come to its rescue. The Court should not.

The Ninth District Court of Appeals affirmed the judgment of the Lorain County Court of Common Pleas and issued a mandate: “carry this judgment into execution.” A surety bond was in place for just this purpose. The bond provided that “[i]f the judgment against Defendants is affirmed and not paid... during and/or following the appeal(s), immediately upon Plaintiffs’ demand therefore, then the Surety agrees that judgment may be entered against it.” The judgment was affirmed. Plaintiffs demanded payment.³ The judgment was not paid. Judgment may now “immediately” be entered against the surety. On May 27, 2022, Plaintiffs filed a motion with the trial court for such a judgment. Oberlin has not filed any opposition in the trial court to the Gibsons’ effort to execute on the judgment.

Gibsons urge this Court to deny the Motion to Stay and direct the Lorain County Court of Common Pleas to proceed on the pending motions below.

¹ “Gibsons” refers collectively to Gibson Bros., Inc. (“Gibson’s Bakery”), Lorna Gibson, Executor of the Estate of David R. Gibson, deceased (“David Gibson”), and Allyn W. Gibson, deceased (“Grandpa Gibson”).

² “Oberlin refers collectively to Oberlin College and its Dean of Students Meredith Raimondo.

³ A true and accurate copy of the demand is attached hereto as Exhibit 1.

Oberlin could have—but did not—seek a stay of the Ninth District mandate pursuant to App.R. 27, S.Ct.Prac.R. 7.01, or S.Ct.Prac.R. 4.01. But such request was not filed—not until long after the Gibsons satisfied each condition precedent for collecting on the bond and filed its Motion to Enter Judgment Against Surety Zurich American Insurance Company in the trial court. There is no reason for this Court to now entertain Oberlin’s motion when its own inaction has already directed the outcome in this matter.

II. LAW & ARGUMENT

A. The Conditions Precedent to Zurich’s Payment Obligations in the Bond Have Been Satisfied, and Immediate Payment is Due

Oberlin and Zurich drafted the language of the surety bond at issue in this case, Zurich Bond No. 9280167 (“Bond”). Oberlin and Zurich signed the Bond, as did the trial court judge in approval. The Gibsons did not draft any language in the Bond or even sign it. The Gibsons simply seek to enforce it, as they are the intended beneficiary.

In Oberlin’s Motion, it suggests that the Bond *conditions payment* on exhaustion of all appeals. That is *not* what the Bond says.

The Bond contains two different clauses: (1) when the surety’s payment obligation become due; and (2) when the Bond becomes void.

1. When the Bond Becomes Payable

The Bond identifies only two conditions precedent to Zurich’s obligation to make immediate payment to the Gibsons:

- a. “[T]he judgment against Defendants is affirmed”; and
- b. The judgment against Defendants has not been paid to the Gibsons in full immediately upon demand.

It is undisputed that both conditions precedent exist. It thus cannot be disputed that Zurich is obligated to make immediate payment to the Gibsons.

2. When the Bond Becomes Void

In an apparent effort to distract from the straight-forward payment obligation in the Bond, Oberlin's Motion refers to other language in the Bond that concerns when the Bond "shall be void." The Bond identifies when the Bond would become void, which includes when Oberlin itself pays the judgment and performs all that is required of it by the trial court and any appellate court.

The Gibsons' pending motion in the trial court for judgment against the surety is not concerned with *when the Bond becomes void*, it is concerned with *when the Bond becomes payable*. The language of the Bond does not require an "exhaustion of all appeals" before the Bond becomes *payable*. Instead, the Bond payment provision permits the exact course of action taken by the Gibsons. It provides that if immediate payment in full is not made by the Defendants upon demand "during and/or following the appeal(s), . . . then the Surety agrees that judgment may be entered against it:

If the judgment against Defendants is affirmed and not paid by Defendants to Plaintiffs in full, along with all other amounts ordered during and/or following the appeal(s), immediately upon Plaintiffs' demand therefore, then the Surety agrees that judgment may be entered against it for the balance of all such amounts due from, but not paid by, Defendants.⁴

The judgment against Oberlin was affirmed by the Ninth District Court of Appeals. The Gibsons made demand for payment. It was not paid by Oberlin. The terms of the Bond provide that under these circumstances Zurich has agreed that judgment may be entered against it "immediately."

B. The Trial Court's Stay of its Own Judgment Did Not Relieve Oberlin from its Obligation to Seek an Additional Stay of the Ninth District Mandate

Oberlin argues that it "had no reason to seek a stay when it first filed its appeal" because it incorrectly presumed that the trial court's nearly three-year-old order staying its own judgment

⁴ See Zurich Bond No. 9280167, Exhibit F to Motion to Stay (emphasis added).

somehow had the power to continue to stay the later mandate of the Ninth District Court of Appeals to carry its judgment into effect. But a trial court cannot stay an appellate court mandate. *See State ex rel. Cordray v. Marshall*, 123 Ohio St.3d 229, 236, 915 N.E.2d 633, 640 (2009) (citation omitted) (“[t]he [Ohio] Constitution ‘does not grant to a court of common pleas jurisdiction to review a prior mandate of a court of appeals.’”)

1. The Plain Language of R.C. 2505.20 Unequivocally Permits Execution on a Bond after Affirmance by the Appellate Court

The Gibsons are entitled to immediately execute their judgment on the surety bond filed with the trial court. On March 31, 2022, the Ninth District Court of Appeals unanimously affirmed the trial court’s judgment. R.C. 2505.20 provides the remedy in this instance, which includes execution on the bond:

Upon the affirmance of a final order, judgment, or decree by an appellate court, a judgment or order may be entered against the sureties on any supersedeas bond involved when the mandate of affirmance from the appellate court is filed in the trial court * * *.

The Ninth District Court of Appeals affirmed the final order and judgment. Its mandate of affirmance was filed in the trial court that same day. The plain language of the statute provides that judgment may be entered against Zurich on the supersedeas bond—Bond No. 9280167. No other action is required.

In addition, the language of the Bond at issue incorporates this same standard and also requires that, with no further action, judgment may be entered against the surety: **“if the judgment against Defendants is affirmed** and not paid... during and/or following the appeal(s),

immediately upon Plaintiffs’ demand therefore, then the Surety agrees that judgment may be entered against it. . .”⁵ (emphasis added). That is exactly what occurred in this case.

2. The Trial Court Cannot Stay a Judgment Through the Entire Appellate Process

Oberlin’s view that the nearly three-year-old trial court order could supersede the later Ninth District mandate to carry the judgment into execution contorts the relationship between a superior and an inferior court—and the statute Oberlin relies upon proves the Gibsons’ point.

In the summer of 2019, nearly three years ago, the Lorain County Court of Common Pleas entered an order staying execution on its own judgment: something that was entirely within its power to do. On March 31, 2022, the Ninth District Court of Appeals issued a new mandate:

We order that a special mandate issue out of this Court, directing the Court of Common Pleas, County of Lorain, State of Ohio, to carry this judgment into execution. A certified copy of this journal entry shall constitute the mandate, pursuant to App.R. 27.

The trial court was obligated to follow that mandate: “A trial court may not vary the mandate of an appellate court, but is bound by that mandate.” *Transamerica Ins. Co. v. Nolan*, 72 Ohio St. 3d 320, 323, 649 N.E.2d 1229 (1995). In *Transamerica*, this Court did not mince words about its directive: “the court of appeals issued a mandate to the trial court to enter judgment for the insurers on the issue of underinsured motorist coverage. The trial court was **obligated to comply with that mandate and enter judgment accordingly.**” *Id.* at 1232 (emphasis added). “Absent extraordinary circumstances, such as an intervening decision by the Supreme Court, an inferior court has no discretion to disregard the mandate of a superior court in a prior appeal in the same case.” *Nolan v. Nolan*, 11 Ohio St. 3d 1, 1, 462 N.E.2d 410 (1984). *State ex rel. Potain v. Mathews*, 59 Ohio

⁵ See Zurich Bond No. 9280167, Exhibit F to Motion to Stay (emphasis added) and demand letter attached as Exhibit 1.

St.2d 29, 32, 391 N.E.2d 343, 345 (1979) (“Article IV of the Ohio Constitution designates a system of ‘superior’ and ‘inferior’ courts, each possessing a distinct function. The Constitution does not grant to a court of common pleas jurisdiction to review a prior mandate of a court of appeals.”); *State ex rel. Cordray v. Marshall*, 123 Ohio St.3d 229, 236, 915 N.E.2d 633, 640 (2009) (same). The trial court is not free—as Oberlin suggests—to ignore the appellate mandate because of its own earlier filed stay order. Instead, it must execute, unless Oberlin obtained a stay of the appellate mandate. It did not.

Oberlin could have acted after the decision of the court of appeals, but it failed to do so: it could have used the procedure set forth in App.R. 27 to ask for a stay. This Rule of Appellate Procedure provides: “A stay of execution of the judgment mandate pending appeal may be granted upon motion, and a bond or other security may be required as a condition to the grant or continuance of the stay.” Oberlin failed to file a motion to stay the appellate judgment.

Alternatively, Oberlin could have immediately asked this Court for a stay. S.Ct.Prac.R. 7.01(A)(3) permits a litigant to seek “an *immediate* stay of the court of appeals’ judgment that is being appealed,” without even filing the memorandum in support of jurisdiction (emphasis added).⁶ Oberlin failed to seek such a stay from this Court.

Finally, if Oberlin had come to this Court *before* the Gibsons properly satisfied every condition precedent to collect on the bond, Oberlin may have asked for a stay under

⁶ Ironically, this is exactly what occurred in one of the only two cases cited by Oberlin: *Kettering Health Network v. Care Source*, 149 Ohio St.3d 1405, 2017-Ohio-2822, where the appellant timely requested a stay under S.Ct.Prac.R. 7.01(A)(3)(a), calculated interest through the entire duration of the proposed appeal, and offered to post an adequate bond. *See Kettering Health Network v. Care Source*, Case No. 2017-0472, Motion to Stay Execution of Court of Appeals Judgment of Appellant Caresource, filed April 7, 2017.

Oberlin, on the other hand, did not take a single one of these steps.

S.Ct.Prac.R. 4.01, which permits the filing of a “motion to stay a lower court’s decision pending appeal.” It did not.

Oberlin’s reading of Civ.R. 62 would render every one of these procedural rules superfluous. The only authority Oberlin cites for the proposition that a trial court can stay not only its own judgment but also the mandate of a superior court is R.C.2505.39—which actually supports the Gibsons’ position.

R.C. 2505.39 provides that when the court of appeals affirms the trial court’s judgment, the court of appeals is to issue a special mandate to the trial court rather than executing on the judgment itself. The statute further provides when the trial court is sent such a mandate the court “*shall proceed* as if the final order, judgment, or decree had been rendered it in.” R.C. 2505.39 (emphasis added). That is exactly what the Gibsons seek—for the trial court to proceed with execution. The statute then provides a narrow circumstance under which the trial court could further stay execution:

On motion and for good cause shown, it may suspend an execution made returnable before it, as if the execution had been issued from its own court. Such suspension ***shall extend only to stay proceedings until the matter can be further heard by the court of appeals or the supreme court.***

Id. (emphasis added). There are two problems with Oberlin’s argument.

First, Oberlin did not file a motion with good cause shown pursuant to R.C. 2505.39. In fact, following the Ninth District decision, Oberlin did not file a new motion in the trial court at all—and still has not.⁷ Oberlin attempts to imply that its 2019 motion to stay could be construed

⁷ Even if Oberlin had filed a motion pursuant to R.C. 2509.39, it could not have demonstrated “good cause” for the trial court to grant the stay given that Oberlin failed to timely request a stay in either the Ninth District or the Ohio Supreme Court and waited until after the Gibsons had already satisfied each of the conditions precedent to execution on the Bond. Oberlin’s failure to follow the appropriate procedure is without excuse.

as a motion made under the authority of R.C. 2509.39, but Oberlin’s old motion had nothing to do with the “execution made returnable to” the trial court—it happened years prior to the Ninth District returning the matter to the trial court for execution.

Second, the plain language of the statute makes clear that the trial court’s post-appeal ability to stay execution is only a stop-gap measure “until the matter can be further heard by the court of appeals or the supreme court.” *Id.* The statute is only further proof that—contrary to Oberlin’s contention—the trial court does not have authority to grant a stay through the entire appeals process on its own authority.

Examining each of the stay rules in context—the relevant Ohio Rules of Civil Procedure, the Appellate Rules, the Supreme Court Practice Rules, and the relevant statutes—it is apparent that Oberlin was required to seek an additional stay once the Ninth District Court of Appeals issued its mandate, and when Oberlin did finally seek a stay it did not comply with these rules. There is no stay in effect for this court to “confirm.” Oberlin failed to seek an additional stay, and the Gibsons took the proper steps to execute on the bond.

C. This Case is Guided by *Northern Ohio Sewer Contractors, Inc. v. Bradley Development Co., Inc.*, Where Judgment was Entered Against the Surety When the Defendant Failed to Seek a Further Stay in the Ohio Supreme Court

Northern Ohio Sewer Contractors, Inc. v. Bradley Development Co., Inc., 8th Dist. Cuyahoga No. 87053, 2006-Ohio-1741 illustrates the recourse for Oberlin’s failure to seek further stay. In that case, the plaintiff received judgment from the trial court on April 20, 2004. *Id.* at ¶ 2. Defendant appealed, posted a supersedeas bond, and execution of the judgment was stayed. *Id.* On March 21, 2005, the appellate court affirmed the trial court’s judgment. *Id.* Defendant appealed to the Supreme Court. *Id.* at ¶ 3. In the interim, the plaintiff moved to enter judgment against the surety, which the trial court eventually granted. *Id.* at ¶ 3-4.

The appellate court agreed that the surety was required to pay on the bond, even though the case was pending in the Supreme Court of Ohio. *Id.* at ¶ 8. The court concluded that the original trial court stay was no longer in effect after the appellate court affirmed the trial court’s judgment: “R.C. 2505.20 and App.R. 7(B) direct that the stay of execution ends when a final order, judgment or decree has been affirmed by the intermediate appellate court, not the Supreme Court.” *Id.* at ¶ 13. The execution was proper because the defendant failed to seek a second stay:

Thus, after this court affirmed the trial court's judgment, appellees ***would have needed to request, and been granted, another stay and post the proper supersedeas bond in order for execution of the judgment of this court to be stayed.*** As appellees failed to obtain another stay and post another proper supersedeas bond pending the appeal to the Supreme Court, the action was not stayed at the time of the trial court's order and the judgment directing Park View Federal Savings Bank to render payment to appellant was, and is, valid.

Id. at ¶ 16 (internal citations omitted, emphasis added). Just as in *Northern Ohio Sewer Contractors*, once the Ninth District affirmed the trial court’s judgment, Oberlin would have needed to request an additional stay in order to stay execution of the Ninth District’s mandate. Oberlin failed to obtain another stay, and the Gibsons timely took action to obtain judgment on the bond issued by Zurich.

A similar result was reached in *DeLost v. Ohio Edison Co.* 7th Dist. Mahoning No. 10 MA 162, 2012-Ohio-4561 in a slightly different context. There, the Court considered a case in which the Seventh District Court of Appeals held that Ohio Edison had the right to cut down certain trees in its utility easement. *Id.* at ¶ 1 and 5. The appellees did not immediately move to stay the judgment. *Id.* at ¶ 5. The appellees later appealed to the Ohio Supreme Court and sought a stay—but in the meantime, Ohio Edison chopped down the trees. *Id.* at ¶ 5-6. The appellees then filed a new action, alleging that it was improper to cut down the trees after the court of appeals’ decision and while the case was on appeal to the Ohio Supreme Court. *Id.* at ¶ 7. The Seventh District

explained that there was nothing improper about carrying the judgment into effect, because appellees failed to timely seek a further stay:

Once a court of appeals issues a ruling, the parties *may act on it immediately*. Even the filing of a notice of appeal to the Ohio Supreme Court does not generally give rise to any type of automatic stay of a judgment from a court of appeals. The non-prevailing party in an appeal *must either file a motion for stay in the court of appeals* under App.R. 27, *or seek a stay in Ohio Supreme Court* pursuant to S.Ct.Prac.R. 2.2(A)(3)(a), after filing a further appeal to that Court.

Id. at ¶ 28 (emphasis added). Under the reasoning of *DeLost*, after the Ninth District issued its mandate, the Gibsons were permitted to act on the judgment immediately. There is no automatic stay. Oberlin was required to file a motion to stay in either the Ninth District or in this Court, but did neither. As *DeLost* explained, there is no such thing as a “continuing stay.” *Id.* at ¶ 26. Once the appellate opinion was released, “they could have attempted to obtain a stay of execution from the Ohio Supreme Court. They did not do this. They could have also attempted to obtain an immediate stay from this Court under App .R. 27, but this was not done.” *Id.*

The only case cited by Oberlin attempting to suggest that the Civ.R. 62 stay could extend beyond the appellate mandate was *State ex rel. State Fire Marshal v. Curl*, 87 Ohio St.3d 568, 200-Ohio-248, 722 N.E.2d 73. This case did not concern an appellate mandate at all. *Northern Ohio Sewer Contractors* and *DeLost* are the more pertinent authority—directly addressing the failure to seek an additional stay after the appellate mandate has been issued. Despite being well-apprieved of this authority through the motions filed with the trial court, Oberlin makes no effort whatsoever to distinguish these cases from its present circumstances.

D. The Language of the Trial Court Order Does Not Justify Oberlin’s Failure to Seek a Stay of the Appellate Mandate

Oberlin contends that this matter is still stayed under the trial court’s November 19, 2019 order. At Oberlin’s request, that order provided that “the Court’s previous stay of execution of the

judgment shall continue until the exhaustion of all of the Defendant’s appeals.” However, the trial court could only stay its own judgment—it cannot operate to stay the mandate of the Ninth District—and its order should be interpreted accordingly. Nothing about the order purports to stay the later mandate of the appellate court. “A trial court may not vary the mandate of an appellate court, but is bound by that mandate.” *Transamerica, supra*, 72 Ohio St. 3d at 323. When a court of appeals issues a mandate to the trial court to enter judgment the trial court is “***obligated to comply with that mandate and enter judgment accordingly.***” *Id.* at 1232 (emphasis added). “If a court acts without jurisdiction, then any proclamation by that court is void.” *State v. Harper*, 160 Ohio ST.3d 480, 2020-Ohio-2913, 159 N.E.3d 248, ¶ 23. To the extent Oberlin interprets the trial court order as staying execution of a superior court’s mandate, the trial court was without jurisdiction to render such an order, and it is void.

Oberlin also appears to attempt to shift blame to the Gibsons because the Gibsons advocated for an increased bond amount. This argument is somewhat baffling. Given Oberlin’s threats of a long, protracted legal battle, the Gibsons wanted to ensure an adequate bond with an immediate payment provision was in place because of Oberlin’s continuing conduct creating existential threats against the Gibsons and their iconic bakery. This argument in no way excused Oberlin from complying with future procedural requirements in order to maintain an effective stay. Not opposing the stay does not waive the Gibsons’ right to later object when Oberlin fails to seek a stay of the appellate court judgment.

The language of the trial court’s order was adopted at Oberlin’s request. It did not have the power to expand the jurisdiction of the trial court, and did not eliminate the responsibility of Oberlin to seek an additional stay if it wanted to prevent execution on the appellate court mandate.

E. Oberlin’s Bond is Insufficient and it Has Not Demonstrated Good Grounds for a Stay

Not only are Oberlin’s tardy attempts to seek a stay untimely, but they have not made even the most basic efforts to meet the minimum standard required—adequacy of the bond and the demonstration of good grounds to support its motion.

1. Oberlin’s Bond is Insufficient

Even the most cursory consideration demonstrates that Oberlin’s bond is insufficient to secure the judgment against it for the pendency of this appeal.⁸ Oberlin proposes to secure further stay with Zurich’s Bond No. 9280167 in the amount of Thirty Six Million Three Hundred Sixty Seven Thousand Seven Hundred Eleven Dollars and 56/100 Cents (\$36,367,711.56). This is the same bond amount used throughout the entire proceedings. As of the date of this filing, the judgment with accrued interest has accumulated to \$36,235,461.00 and continues to accrue at a rate of \$4,331.19 per day. The accumulated judgment will exceed the bond amount by July 22, 2022. For that reason alone, Oberlin’s bond is inadequate, and its motion should be denied.

Oberlin’s bond is insufficient and this Court should deny Oberlin’s motion for stay.

2. Oberlin Has Failed to Demonstrate Good Grounds for its Stay

Another requirement for the granting of additional stay is for Oberlin to “state with particularity the grounds on which it is based.” *See* S.Ct.Prac.R. 4.01(A)(1). When determining whether or not to grant a stay, courts generally consider “whether (1) substantial justice will be served by preserving the status quo, and (2) there is a reasonable question of law presented which

⁸ Oberlin suggests that “Plaintiffs take no issue with the adequacy of the bond they requested.” (*See* Motion for Stay of Appellants/Cross-Appellees Oberlin College and Meredith Raimondo, p.3). The Gibsons had no cause to “take issue” with the adequacy of the bond in the trial court filings for the simple reason that the Gibsons were merely asking to execute on the bond immediately as per its terms. This is the first time Oberlin sought to extend the stay, and therefore the first time the adequacy of the bond has become an issue.

would result in reversal of the trial court’s decision if found well-taken.” *U.S. Bank Nat’l Assn. v. Perdeau*, 6th Dist. No. L-13-1226, 2014-Ohio-155, ¶ 5 (internal citations omitted, applying App.R.7). In this instance, there is neither. First, Oberlin failed to take the appropriate steps to continue the stay following the Ninth District mandate. The Gibsons took all the steps necessary to execute on the surety bond. Second, Oberlin has failed to present this Court with a novel question or a matter of public or great general interest that would result in reversal of the appellate court. Instead, it has only disputed the trial and appellate court’s application of well-settled law to very specific facts.

Oberlin’s Motion to Stay was not supported by an adequate bond and did not sufficiently demonstrate good grounds for its failure to timely act before the Gibsons perfected their demand on Zurich 57 days after the court of appeals mandate. Instead, it waited 76 days before it finally sought this stay.

III. CONCLUSION

The Gibsons respectfully request this Court to deny Oberlin’s request for stay.

Initially, it is apparent that a trial court has no authority to continuously stay a mandate from an appellate court. And here, it is undisputed that Oberlin did not seek a stay of the appellate court judgment until 76 days after the judgment. In the interim, the Gibsons have acted pursuant to law to immediately execute on the appellate judgment. And due to Oberlin’s failure to pay the judgment, its surety Zurich is obligated to satisfy the judgment “immediately.”

Further, at least two appellate courts have considered this same issue, offering guidance to this Court as to a proper resolution of this question. *See Northern Ohio Sewer Contractors, Inc. v. Bradley Development Co., Inc.*, 8th Dist. Cuyahoga No. 87053, 2006-Ohio-1741 and *DeLost v. Ohio Edison Co.* 7th Dist. Mahoning No. 10 MA 162, 2012-Ohio-4561:

[A]ppellees *would have needed to request, and been granted, another stay and post the proper supersedeas bond in order for execution of the judgment of this court to be stayed*. As appellees failed to obtain another stay and post another proper supersedeas bond pending the appeal to the Supreme Court, the action was not stayed[.]

Northern Ohio Sewer at ¶ 16 (emphasis added). The surety was required to pay the bond even though the case was pending in the Supreme Court of Ohio, concluding that the trial court stay was no longer in effect following affirmance by the appellate court.

Oberlin's reliance on the trial court order here fails to recognize that the trial court cannot stay an appellate mandate and has failed to post an adequate surety and demonstrate good grounds for its appeal to this Court.

Accordingly, the requested stay is not reasonable or in accord with law, and the Gibsons respectfully request this Court deny the stay.

Respectfully submitted,

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and Allyn W. Gibson, Deceased*

CERTIFICATE OF SERVICE

A copy of the foregoing was served on June 21, 2022, pursuant to App.R. 13(C)(6) and (E), and S.Ct.Prac.R. 3.11(C)(1) and 3.11(D) by sending it by electronic means to the email addresses identified below, to:

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May 27, 2022

VIA EMAIL

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RE: *Gibson Bros., Inc., et al. v. Oberlin College, et al.*
Lorain County Court of Common Pleas, Case No. 17CV193761

Dear Counsel:

On behalf of Gibson Bros., Inc. and Lorna J. Gibson, as the executor and representative of the Estate of David R. Gibson and the Estate of Allyn W. Gibson, we reiterate our demand for immediate payment of the full judgment in this matter plus interest.

Very truly yours,

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.

Owen J. Rarric



Cc: Zurich American Insurance Company

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