IN THE SUPREME COURT OF
THE UNITED STATES

Wesley Redding - Petitioner -vs- United States Parachute Association, Inc. et. al. - Respondent	Supreme Court Case No. _____ On Petition For Writ Of Certiorari from the 11th Appellate District of Ohio Case No. 2025-G-0010

PETITONER'S AMENDED CORRECTIONS FOR APPENDIX VOL. I

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MEMORANDUM

Petitioner brings forth this Amended Corrections For Appendix Vol. I pursuant to Rule 14(1)(i)(i) which the opinions, orders, findings of fact, and conclusions of law, whether written or orally given, entered in conjunction with the judgment **being sought to be reviewed** and, the September 11, 2026 corrections letter which the text of the Appendix must be typeset in a Century 12pt type. Petitioner has corrected the Appendix to the typeset Century 12pt. type. Petitioner also brings forth this Amended Corrections For Appendix Vol. I pursuant to Rule 14(1)(i)(ii) which — any other relevant opinions, orders, findings of fact, and conclusions of law in a case by courts if reference thereto is necessary to ascertain the grounds of the judgment. Specifically, Petitioner's Appendix No. 9 which — is a response in *In re Disqualification of Paschke*, Supreme Court of

Ohio No. 24-AP-150 where — the Hon. Judge Paschke (the trial court judge) "acknowledged" an appearance of impropriety of initially finding Petitioner's conduct was frivolous without a hearing which — violated Petitioner's Seventh and Fourteenth Amendment of the Constitution of the United States. .

Respectfully Submitted
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PROOF OF SERVICE

I hereby declare under the penalty of perjury that under the laws of the United States of America that the foregoing Amended Corrections For Appendix Vol. I is true and correct, and certify that a copy of the foregoing was sent to Respondents and the Hon. Judge Carolyn J. Paschke by priority U.S Mail and/or third-

party commercial carrier pursuant to Rule 29.5; F.R.A.P. 21(a)(1); F.R.A.P. 25(c)(B); F.R.A.P. 25(c)(C); F.R.Civ.P. 5(b)(2)(E), and F.R.Civ.P. 5(b)(2)(F) on the 4th day of November, 2026.

Appendix No. 1

Gmail

Ohioskydiver
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Fwd: Wesley J Redding Membership Application- Appeal-AUGUST 27

Albert Berchtold <aberchtold@uspa.org>

Wed, Aug 11, 2021 at 8:57 AM To:
Ohioskydiver
<ohioskydiver1@gmail.com>
Cc: Chuck Akers <chuckakers@comcast.net>, Ray Lallo
<uspa.mountain.direcJor@gmail.com>, Jack Pyland
<SWDIR@jackpyland.com>,
"Lukexaos@mac.com" <Lukexaos@mac.com>,
Casey O'Brien <Casey@peteribold.com>

The **section** you are referencing **is from the 1-6** and relates to member disciplinary process which is **not applicable** here.
Regardless, we will be happy to set up a conference call link, most likely through zoom, which will allow you to make your presentation.
Should we prepare for video, or just audio?

---

ert J Berchtold / Executive Director

Appendix No. 2

UNITED STATES PARACHUTE ASSOCIATION



Minutes of the Board of Directors Meeting

August 27 - 29, 2021 Cincinnati, Ohio

(DRAFT)

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1. Call to Order (Mr. Akers)

The president called the meeting to order at 9:00 a.m. on August 27, 2021.

The directors present were National Directors **Sherry Butcher**, Larry Hill, Al King, Melissa Lowe, Mike McGowan, Jan Meyer, Mike Mullins, and Kirk Verner. Regional directors present were Chuck Akers, **Ray Lallo**, **Jack Pyland**, Randy Allison, Paul Gholson, Joshua Hall, Alixandra Raymond, Brian Naiman, Charles Crinklaw, Jim Rees, Michael Wadkins, and Chris Wagner. Directors absent were Luke Aikins and Shauna Finley.

2. Approval of the Minutes of Previous Meeting (Mr. Akers)

Motion 1: FB: Passed by Unanimous Consent (Mr. Akers)

"Move to approve the Winter 2021 Board of Directors meeting minutes."

3. Adoption of the Agenda

Motion 2: FB: Passed by Unanimous Consent (Mr. Akers)

"Move to adopt the agenda."

4. President's Report (Mr. Akers)

This board meeting marks the last of our 2019 to 2022 term, so I want to take this opportunity to say a few words in summary.

To say this has been a tumultuous term would be quite an understatement. The COVID pandemic changed our entire world, causing disruptions, postponements, cancelations, and throwing into question every plan we made and re-made, again and again. The scale of the logistical chaos threw wrenches into every decision we made and every plan we executed, yet this board rolled with the pandemic punches and always found a way when there was one to be found – and sometimes when there wasn't.

You are a truly amazing group of representatives for our organization, our industry, and our sport. Despite challenges that sometimes seemed insurmountable, you never wavered, and hit curve ball after curve ball to keep USPA on track under the most difficult of circumstances. This term also saw quite a bit of board turnover, with a total of 27 directors filling our 22 seats on the board. The first change in the lineup this term came with the unfortunate passing of Central Region Director Gary Peek. Gary served USPA with great pride and will be remembered for his very active role in his region and longstanding service to USPA. Gary was replaced by Chuck Crinklaw, who has done an outstanding job filling some big shoes.

The next change to our board came when incumbent Ron Bell withdrew from the Pacific Region director race just before the election ended. His skills in the Safety and Training realm landed him a position at headquarters when longtime workhorse Jim Crouch retired. The seat was assumed instead by the runner-up, Brett Martin, and while he only served for a short time, Mr. Martin left us with his unique perspectives when he moved out of the region and was required to resign his seat.

When Brett stepped down, the board seated Mr. Brian Naiman, who will complete the term and will be staying with us as the sole Pacific Region candidate during the upcoming election.
Freshman National Director Shanon Searls joined the board this term and brought a lot of fresh ideas on the sport promotion front, but like Mr. Bell, her talents quickly landed her a position at headquarters as our director of sport promotion, where she has truly reshaped how we engage our members and the public at large. After Shanon's departure, her seat was filled by Mr. Al King, a veteran USPA representative with decades of experience with the organization. Mr. King's wisdom has been invaluable, and we are lucky to have him in service to our family. Finally, National Director Albert Berchtold made the transition to become a USPA employee in the critical role of executive director. Albert's experience as a board member and his skills in business management have already proven his abilities and allowed him to hit the ground running, but his departure also left a director's seat empty. That seat was filled by

Melissa Lowe, who brings a wealth of knowledge and multi-faceted experience to the board.

I would like to personally thank each of our departing board members for their exemplary service to our association and hope their time on the board was as enjoyable and productive for them as it was for our skydiving family. I would also like to thank all of our board members for their continued service, as well as our incredible headquarters staff, all of whom overcame adversity during this term and simply got the job done.

It has been an amazing experience serving this board of directors. Thank you for everything you do. I look forward to a bright future together and for USPA.

Chuck Akers
President of the USPA Board of Directors

5. Alternative Motions of the Full Board (Mr. Akers)

None

6. Interim Actions of the Executive Committee (Mr. Akers)

Motion 3: FB: Passed

"Move to allocate up to $20,000 in Airport Access Defense funds to support of legal fees incurred by USPA related to the filing of an Amicus brief to the

Ninth District Court in support of airport access concerns for Phoenix Area Skydiving Center."

Motion 4: FB: Passed

"Move to allocate up to $64,000 from the U.S. Parachute Team Trust Fund in support of funding U.S. Parachute Team members' registration fees (including accommodation) for the upcoming 2020 (delayed to 2021) Mondial to be held in Siberia, Russia."

Motion 5: FB: Passed

"Move to waive the video requirement listed in SIM Section 7-2. B. 1. E. (1). i, ii, & ii. to allow the U.S. Air Force Wings of Blue to train and certify their demonstration teams."

Motion 6: FB: Passed

"Move to deny the application for membership of Mr. Wesley J. Redding (Expired Member #192235) **in accordance with Section 1-1 Article I Section 2**."

Motion 7: FB: Passed

"Move to waive SIM Section 2-1.4.g.(9) to allow Tim Allen #172077 (Western New York Skydiving), SFC Richard Sloan #173741 (U.S. Army Golden Knights), Kazu Oyama #114559 (Skydive Midwest), and Jay Stokes #8493 (Skydive Elsinore), to beta test and implement the "Tandem Handcam Training Program" at their respective skydiving centers as testing facilities. They will

report their findings to the S&T Director, S&T Chairman and the S&T Committee for possible association-wide implementation."

Motion 8: FB: Passed

"Move to waive SIM Section 2-1. D. 1. To allow William Hughes, (17 years old) to make a tandem skydive with Jay Stokes, USPA 8493, at Skydive San Diego. His goal is to raise money to help his terminally ill sister get a much-needed surgery that will save her life. The jump must be completed by Aug 1, 2021."

7. Treasurer's Report (Mr. Pyland)

USPA Reserve Fund
The USPA Reserve Fund was valued at **$5,637,600** on June 30, 2021. It was valued at **$5,168,884** on June 30, 2020. The total increase to the reserve fund was $468,716 or 9% for the calendar year 2021. Additions of $444,716 were made during the six months of 2021. The increase from investment income and change in market value were $52,344 and $392,372.

U.S. Parachute Team Trust Fund
The U.S. Parachute Team Trust Fund was valued at $2,197,058 on June 30, 2021. It was valued at $1,615,034 on June 30, 2020. Contributions of $224,926 were made to the TTF for the calendar year 2021. The total increase of the fund was $582,024 or a 36% increase currently. There was an increase from investment income of $388.983. (There is a large donation of $200,000-plus.)

U.S. Skydiving Safety Foundation
The U.S. Skydiving Safety Foundation was valued at $48,860 on June 30, 2021. It was valued at $28,964 on June 30, 2020. The total increase of $19.996 or a 69% growth. 2021 year-to-date (6 months) contribution of $6,275 compared to $5,594 in 2020.

U.S. Parachute Team
The U.S. Parachute Team value on June 30, 2021 was $24,180. On June 30, 2020, the fund was valued at $16,110. The fund increased $8,070 or 50%. This increase was mainly because of operational expenses of $6,415 in 2020 that were only $1,185 in 2021.

Our fund performance is in line with our investment policy statements.

USPA Headquarters Loan
The USPA Headquarters loan has been paid in accordance with its terms through August 24, 2021. The current loan balance is $15,246.02. The last loan payment in September will be the last payment. The loan will mature October 21, 2021.

Respectfully Submitted,
Jack W. Pyland IV,
USPA Treasurer

8. Executive Director's Report (Mr. Berchtold)
See Appendix A

9. Old Business

None

10. New Business

Upon request and in accordance with Section 1-1 Article I Section 2, Mr. Wesley J. Redding was granted a hearing before the board. Upon conclusion of the hearing and deliberation, the following motion resulted.

Motion 9: FB: Unanimous

"Move to uphold the USPA Executive Committee decision to declare Wes Redding ineligible for USPA Membership."

Appendix No. 3

Geauga County Clerk of Courts Case: 23P000619, eFile ID: 250201

Filed; Paschke, Carolyn J. 03/24/2025 9:39 a.m.

IN THE COURT OF COMMON PLEAS
GEAUGA COUNTY, OHIO

Wesley Redding - Petitioner United States Parachute Association Inc. et. al. - Respondents	Case No. 23P000619 Judge: Carolyn J. Paschke Magistrate Barbara Powell **JUDGEMENT OVERRULLING OBJECTIONS TO MAGISTRATE'S DECISION [FRIVOLOUS CONDUCT HEARING ON NOVEMBER 14, 2024 AND ENTERING FINAL JUDGMENT AGAINST PLAINTIFF**

This matter is before the Court upon Plaintiff Wesley J. Redding's ("Mr. Redding"):

1. January 16, 2025, "Plaintiff's Objection of Magistrate's Findings of Fact and

Conclusions of Law, And Decision [Frivolous Conduct Hearing on November 14, 2024]." Mr. Redding attached, inter alia, his own Affidavit.

2. March 3, 2025, "Plaintiff's Supplement to the Objection of Magistrate's Findings of Fact and Conclusions of Law, And Decision [Frivolous Conduct Hearing on November 14, 2024]". Mr. Redding attached, inter alia, the Official Transcript of the November 14, 2024, hearing.

On January 29, 2025, "Defendants' Response to Plaintiff's 1/16/25 Objections to Magistrate Judge Powell's Findings of Fact, Conclusions of Law, and Decision from 11/14/24 Frivolous Conduct Hearing" was filed.

On January 31, 2025, "Plaintiff's Reply to Defendants' Response to Plaintiff's Objections 1/16/25

to Magistrate Judge Powell's Findings of Fact, Conclusions of Law, and Decision from 11/14/24 Frivolous Conduct Hearing" was filed.

On March 10, 2025, "Defendants' Response to Plaintiff's 3/6/25 Supplement to Objections to Magistrate Judge Powell's Findings of Fact, Conclusions of Law, and Decision from 11/14/24 Frivolous Conduct Hearing" was filed.

On March 13, 2025, "Plaintiff's Reply to Defendants' Response To Plaintiff's 3/6/25 Supplement" was filed.

I. Facts

On December 27, 2021, Mr. Redding sued five defendants, United States Parachute Association, Inc. ("USPA"), Sherry Butcher, Aerohio Skydiving Center, Marcie Anne Smith, and Cleveland Skydiving Center (all jointly, "defendants") in an eight count Complaint (the "First Suit"). After receiving an adverse

Judgment, Mr. Redding appealed. After receiving an adverse decision in *Redding v. United States Parachute Association, Inc.*, 11th Dist. No. 2023-Ohio-884 [220024], Mr. Redding again filed suit (the "Second Suit" or "Instant Suit").

Mr. Redding's Second Suit was barred by res judicata. Prior to November 14, 2024, the parties had been previously advised no other matters, including any Civil Rule 60(B) or other motions, are relevant or would be considered.

The Magistrate's November 14, 2024, hearing was expressly limited to Defendants' December 13, 2023, motion for frivolous conduct sanctions.

II. Mr. Redding's Objections

A. Preliminary Matters

1. Objections, transcripts, and affidavits: Civ. R. 53(D)(3)(b)(iii)

"An objection to a factual finding... shall be supported by a transcript of all the evidence submitted to the magistrate relevant to that finding or an affidavit of that evidence if a transcript is not available." See Civ.R. 53(D)(3)(b)(iii). When a party is not objecting to a magistrate's decision, the party is not required to file objections; the non-objecting party may file an opposition to the opposing party's objections. See Civ.R. 53. There is no basis under Civil Rule 53 to strike oppositions to objections.

"The record must demonstrate that a transcript is unavailable before a party may proceed with an affidavit of the evidence." *See State Farm Mut. Auto. Ins. Co. v. Fox*, 182 Ohio App.3d 17, 2009-Ohio-1965, 911 N.E.2d 339, ¶ 15 (2d Dist.). (citations omitted). The Rule allows an "objecting party to support his objections with an affidavit when: (1) the party demonstrates that a transcript is not available; and

(2) the affidavit describes all the relevant evidence presented at the hearing and not just the evidence that the party feels 1s significant." See *Weitzel v. Way*, 9th Dist. Summit No. 21539, 2003-Ohio-6822, ¶ 17.

Mr. Redding attached his own Affidavit to January 16, 2025, Objections. Mr. Redding failed to: (1) demonstrate that a transcript was not available; and (2) describe all the relevant evidence presented at the hearing.

In the case at bar, a transcript is available and Mr. Redding's affidavit neither replaces nor supplements the transcript. Mr. Redding's Affidavit cannot be considered.

2. Failure to swear a witness

When objection is not made at trial to the failure to swear witnesses, the objection is waived. See *Stores Realty Co. v. Cleveland, Bd. of Bldg. Stds. &*

Bldg. Appeals, 41 Ohio St.2d 41, 322 N.E.2d 629 (1975) at the syllabus. Mr. Redding has waived any error in the Magistrate's failure to swear any witness.

3. The Transcript

A party may challenge the accuracy of the court reporter's transcript. "When evidence is adduced to show the inaccuracy of the transcript, a correction should be made." See *Gorny v. Gorny*, 2d Dist. Montgomery No. CA 10882, 1989 Ohio App. LEXIS 1220 (Apr. 3, 1989) * 4.

Mr. Redding argues the transcript is incorrect. The Court has listened to the DCR recording and compared it to the transcript. The Court finds no error in the transcript. The court reporter correctly transcribed the November 14, 2024, hearing, including the portion in which the magistrate states, "you believe there was fraud." (emphasis added). At no

point does the Magistrate state "we" or the Court believes there was fraud.

4. Complaints to police, Sheriff, investigators, the Court and others

Police may properly be called to document and monitor disputes. *See Nwosu v. Underwood*, 3dDist. Marion No. 9-06-53, 2007-Ohio-1907, ¶ 16. Calling police does not establish the existence of threatening behavior. Id. Statements made to police, investigators, and others do not establish the truth of the statements or prove any facts. *See Akron-Canton Waste Oil v. Safety-Kleen Oil Servs.*, 81 Ohio App.3d 591, 604, 611 N.E.2d 955 (9th Dist.1992).

Mr. Redding has attempted to use his statements to police, investigators, and others to establish his claims including his claim of fraud. Mr. Redding's witnesses, Chardon Police Officer Cody Vadascio and Geauga County Criminal Investigator

Richard Warner had no personal knowledge of Mr. Redding's dispute with or conversations regarding the Defendants. Mr. Redding's assertions, claims, demands, recordings, statements, and any other communications with or to these witnesses do not establish the truth of his claims.

Statements made to police and others by Mr. Redding do not establish the truth of his statements.

C. Trial Court's responsibility: Civil Rule 53(D)(4)

"In ruling on objections, the court shall undertake an independent review as to the objected matters to ascertain that the magistrate has properly determined the factual issues and appropriately applied the law." *See* Civ. R. 53(D)(4)(d).

Any error of law or other defect on the face of the magistrate's decision must be corrected by the trial court. See *Cottle v. Cottle*, 11th Dist. Portage No.

97-P-0091, 1998 Ohio App. LEXIS 5984, * 8 (Dec. 11, 1998).

Whenever objections are timely filed, the Court must conduct a de novo review of the objections and determine if "the magistrate has properly determined the factual issues and appropriately applied the law." See Civ.R. 53(D)(4)(d); *Smith v. Smith*, 10th Dist. Franklin No. 16AP-131, 2016-Ohio-8164, ¶ 6. "The independent review requirement of Civ.R. 53(D)(4)(d) does not prohibit the trial court from deferring to the magistrate's resolution of credibility because the magistrate retains a superior position, as the trier of fact, to consider the demeanor of witnesses and evaluate their credibility." *See Spellman v. Kirchner*, 11th Dist. Geauga No. 2019-G-0218, 2020-Ohio-3240, ¶ 58 (citation omitted).

The court is not required to specifically analyze and separately rule on each objection to the

magistrate's decision. See *PNC Bank v. Myers*, 9th Dist. Medina No. 17CA0022-M, 2018-Ohio-1881, ¶ 11. A Court need not explicitly address every objection. *See Phillips v. Phillips*, 2014-Ohio-5439, 25 N.E.3d 371, ¶ 28 (5th Dist.). However, a court must rule on objections that raise separate and distinct legal issues. See *PNC Bank v. Myers*, 9th Dist. Medina No. 17CA0022-M, 2018-Ohio-1881, ¶ 11.

D. Objecting party's responsibility: Civil Rule 53(D)(3)(b).

Objections must "be specific and state with particularity all grounds for objection." See Civ.R. 53(D)(3)(b)(ii); *In re Adoption of K.A.R.*, 11th Dist. Ashtabula No. 2015-A-0055, 2016-Ohio-4595, ¶ 8. Objections to factual findings must be supported by a transcript. See Civ.R. 53(D)(3)(b)(iii).

If an objection is not stated with particularity, the magistrate's decision may be affirmed without

considering the objection. *See In re Marriage of Kline*, 11th Dist. Lake No. 2016-L-009, 2016-Ohio-7159,¶ 12.

To obtain relief, a party objecting to a magistrate's decision must demonstrate an "error of law or other defect on the face of the magistrate's decision."

Mr. Redding is the objecting party and bears the burden of stating objections with particularity and showing any errors of law or fact. Although Mr. Redding presented the Court with numerous pages showing his beliefs, Mr. Redding must note:

1. Repeating statements and claims does not make statements or claims true or not true. This is the role of evidence.

2. Unilateral attempts to expand the November 14, 2024, frivolous conduct hearing to **encompass res judicata** and **fraud** do not show the Magistrate erred in determining the facts and law underlying her frivolous conduct determination.

3. A Magistrate cannot overturn prior Appellate and Trial Court Judgments; this is the role of superior courts.

E. Mr. Redding's January 16, 2025, Objections.

Mr. Redding **argues the prior Judgments and Decision were obtained by fraud and therefore are all incorrect**. See *Redding v. United States Parachute Association, Inc.*, Geauga C.P. No. 21P753; *Redding v. United States Parachute Association, Inc.*, 11th Dist. No. 2023-Ohio-884 [220024]; *Redding v. United States Parachute Association, Inc.*, Geauga C.P. No. 23P619 and 11th Dist. Geauga No. 202400014; and the previous Decisions and Judgments in Instant Suit (jointly "all prior Decisions and Judgments" or "Decisions and Judgments"). The Magistrate is bound by these prior Decisions and Judgments. There is no error of fact or law in her adherence to these Decisions and Judgments. The **sole issue** before the Magistrate

was whether Mr. Redding's conduct in Instant Suit was frivolous.

Mr. Redding failed to establish fraud: (1) through the transcript of and exhibits admitted at the November 14, 2024, hearing; or (2) in the prior Decisions and Judgments. No credible evidence, Decision, or Judgment supports Mr. Redding's utterly unfounded arguments that: (1) the prior Decisions and Judgments were obtained by fraud; and (2) the Court believes there was fraud.

Mr. Redding's January 16, 2025, Objections do not show any error of fact or law.

F. Mr. Redding's March 3, 2025, Objections.

While **Mr. Redding testified he was a USPA member**, his testimony is contradicted by: (1) all prior Decisions and Judgments; and (2) evidence presented during the November 14, 2024, frivolous conduct hearing.

Mr. Redding's Second Suit is barred by res judicata. See all prior Decisions and Judgments. No Defendant or counsel testified, communicated, or litigated in way which could be considered fraudulently.

The Court does not believe fraud was committed: Mr. Redding was not a USPA member when his application for membership was denied. See all prior Decisions and Judgments.

Mr. Redding's conduct in filing and continuing to litigate Instant Suit was objectively and undoubtedly frivolous. Mr. Redding's pre-Second Suit conduct was properly admitted, considered and found relevant and probative in the Magistrate's determination that Mr. Redding's conduct in the Second Suit was objectively frivolous. The Magistrate's determination did not rest solely on Mr.

Redding's pre-Second Suit conduct but also considered Mr. Redding's conduct in the Second Suit itself.

Mr. Redding's March 3, 2025, Objections do not show any error of fact or law.

III. Conclusion and Order

After reviewing the Magistrate's Decision, the parties' arguments, the exhibits, and the transcript, the Court finds Plaintiff's objections lack merit. The Magistrate's Findings of Fact, Conclusions of Law, and Decision are adopted as the Court's own Judgment.

The Court therefore orders, adjudges, and decrees:

1. Defendants' December 13, 2023, motion for frivolous conduct sanctions is granted.

3. Pursuant to R.C. 2323.51, Defendants are awarded frivolous conduct sanctions of $45,419.56. Mr. Redding must pay the $45,419.56 award within sixty days of the date

of entry of Judgment. Interest at the statutory rate applies to any unpaid award.

4. Costs are to be paid by Mr. Redding.

IT IS SO ORDERED.



CAROLYN J. PASCHKE, JUDGE

TO THE CLERK: Serve notice of this Judgment and its journalization date on all parties who are not in default for failure to appear. *See* Civ.R. 5.

Appendix No. 4

GEAUGA COUNTY CLERK OF COURTS Case: 23P000619, eFile ID: 217715, FILED: PASCHKE, CAROLYN J 03/07/2024 08:58 AM

IN THE COURT OF COMMON PLEAS
GEAUGA COUNfY, OHIO

Wesley J. Redding	Case No. 23P000619
Plaintiff,	JUDGE CAROLYN J. PASCHKE
v.	
United States Parachute Association, Inc. et al.	**ORDER FOR DEFENDANTS COMBINED MOTION FOR JUDGMENT ON THE PLEADINGS AND SANCTIONS**
Defendants,	

On December 13, 2023, Defendants[1] filed a combined Motion for Judgement on the Pleadings ("MJOP"), Alternatively, Motion for Summary Judgment ("MSJ") and Motion for Fees, per R.C. §

[1] "Defendants" collectively refers to: United States Parachute Association, Inc. ("USPA"); Sherry Butcher; Marcie Anne Smith; AerOhio Skydiving Center ("AerOhio"); and Cleveland Skydiving Center, Inc. ("CSD").

2323.51 (collectively, "Combined Motions").[2] On January 30, 2024, Plaintiff[3] opposed the MJOP ("Opposition").

In his 139-page brief, Plaintiff claimed to have met his burden by merely repeating the words "demonstrated" or "established" repeatedly. However, merely stating the words demonstrate or establish does not fulfill the act of doing so.

The Complaint here is remarkably like that filed by Plaintiff in an earlier suit filed in this Court on December 27, 2021, Case No. 21P753 ("Underlying Case"). The Complaint filed in the Underlying Case ("Underlying Complaint") included the same claims, with only minor differences, against the same

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[2] On December 19, 2023, Plaintiff filed a "Response" to the Answer ("Response"), which is being considered as part of his opposition to Defendants' Combined Motions.

[3] "Plaintiff" refers to Wesley J. Redding

Defendants, for the same alleged conduct.[4] Specifically, Plaintiffs causes of action were and are: breach of contract; negligence; self-dealing in violation of R.C. § 1729.24; violation of the Sarbanes-Oxley Act; intentional interference with a business interest; breach of good faith; and a request for temporary restraining order and permanent injunction. Complaint at pgs. 1-2.

Moreover, all of Plaintiffs current claims have been fully litigated. Plaintiff acknowledges that on May 27, 2022, this Court granted Defendants' judgment on the pleadings relative to each of the claims. Complaint at pg. 2, ¶ 2 and Exs. C3 and C5. Moreover, the Eleventh District Court of Appeals

[4] Plaintiff included an additional whistleblower claim pursuant to R.C. § 4113.52 in the Underlying Complaint which was not included in the present Complaint. **Defendants address a potential claim for fraud in their Combined Motions**. While Plaintiff alleges fraud, he has failed to assert a cause of action for fraud. Nor has he alleged any particular facts supporting fraud.

affirmed the decision with respect to all currently pending claims. Complaint at ¶ 367. Answer at pg. 1, ¶ 2. See, *Redding v. United States Parachute Assn., Inc.*, 2023-Ohio-884.

Defendants' MJOP seeks to dismiss Plaintiffs Complaint for failure to state a claim per Civ.R. 12(C) due to res judicata.

> "Under Civ.R. 12(C), dismissal is appropriate where a court (1) construes the material allegations in the complaint, with all reasonable inferences to be drawn therefrom, in favor of the nonmoving party as true, and (2) finds beyond doubt, that the plaintiff could prove no set of facts in support of his claim that would entitle him to relief* * * Thus, Civ.R. 12(C) requires a determination that no material factual issues exist and that the movant is entitled to judgment as a matter of law." [*Wilson v. McCormack*, 2017-Ohio-5510, ¶¶ 13-14, 93 N.E.3d 102, 105, Citing *State ex rel. Midwest Pride IV, Inc. v. Pontious*, 75 Ohio St.3d 565, 570, 664 N.E.2d 931 (1996); and *Oka v. Lake Erie Corr. Inst.*, 175 Ohio App.3d 341, 2008-Ohio-835, 886 N.E.2d 933, ¶ 15 (11th Dist.).]

'In ruling on the motion [for judgment on the pleadings], a court is permitted to consider the complaint and the answer as well as any documents attached as exhibits to those pleadings.' *Abramezyk v. City of Willowick*, 2017-Ohio-9336, ¶ 19, 103 N.E.3d 139, 143.

PLAINTIFF'S CLAIMS ARE BARRED BY RES JUDICATA.

The Eighth District Court of Appeals reviewed the law in *Studier v. Tancinco*, 1994 WL 78050, at *2-3, noting that:

> In a simplified form, res judicata "refers to the effect a judgment in a prior action has in a second action based upon the same cause of action." One part of the doctrine sometimes referred to as "claim preclusion" provides that:
>
> > 'A final judgment of decree rendered upon the merits, without fraud or collusion, by a court of competent jurisdiction, is conclusive of rights, questions and facts in issue as to the parties and their privies, and is a complete bar to any subsequent action upon the same cause of action between

> the parties or those in privity with them. The prior judgment is res judicata as between the parties or their privies

Thus, in res judicata, the first judgment is conclusive not only as to those matters that were determined but also as to those matters that could have been determined in the prior actions. *Strongberg v. Bd. of Edn.* (1980), 64 Ohio St.2d 98, 100. See also *Williams v. Murdoch* (C.A.3 1964), 330 F.2d 745; *Leonard v. Murdoch* (1946), 147 Ohio St. 103.

The second part of the doctrine of res judicata is collateral estoppel, sometimes referred to as "issue preclusion." Collateral estoppel precludes the re-litigation of legal or factual issues that were actually and necessarily litigated and determined in a prior action even though the subsequent action is a different cause of action. See *Johnson's Island Inc. v. Bd. of Twp. Trustees* (1982), 69 Ohio St.2d 241, 244. The Ohio Supreme Court in *Trautwein v. Sorgenfrei* (1979), 58 Ohio St.2d 493, syllabus, summarized the doctrine of res judicata as:

> 'A point of law or a fact which was actually and directly in issue in the former action, and was there passed upon and determined by a court of competent jurisdiction, may not be drawn in question in a subsequent action between the same parties or their privies. The prior judgment estops a party, or a person in privity with him,

> from subsequently relitigating the identical issue raised in the prior action.'

The Ohio Supreme Court properly stated the rationale for the application of this doctrine in *Anderson v. Richards* (1962), 173 Ohio St. 50, 53, when it held that:

> 'The reasoning in such cases is that a party should have his day in court, and that that day should conclude the matter. A party is bound then to present his entire cause and he is foreclosed from later attempting to reopen the cause as to issues which were or could have been presented. * * *'

Thus, fundamental fairness in law requires that a party who has his day in court be legally required to timely present all his grievances against his opponent in a one shot deal and when he fails to so present should be forever barred from a piecemeal presentation of his cause against the same parties or their privies based on the same issues and claims. [Citations omitted.]

Plaintiff disputes application of res judicata based on two arguments. First, Plaintiff disputes res judicata applies to a dismissal under Civ.R. 12(C).[5]

[5] Opposition at pg. 84, ¶ 1.

Plaintiff claims such a dismissal could not be 'on the merits'.[6] Plaintiffs Response at pgs. 11-12. Plaintiff cites only to *Massey v. Ojaniit*, 759 F.3d 343, 353 (4th Cir. 2014) for the proposition that a Fed.R.Civ.P. 12(c) motion "does not resolve the merits of the ... claims". This Court is not obliged to follow Massey, especially given it directly conflicts with applicable Ohio law.

To the contrary, "[a] judgment on the pleadings is an adjudication on the merits, and, when sustained, results in a final judgment." *Armatas v. Aultman Hosp.*, 2022-Ohio-4577, ¶ 39, appeal not allowed, 2023-Ohio-1665, ¶ 39, 170 Ohio St. 3d 1429, 209 N.E.3d 717, reconsideration denied, 2023-Ohio-2664, ¶ 39, 170 Ohio St. 3d 1508, 213 N.E.3d 719. Citing *Bork v. Downes*, 1989 WL 65118, *1; Estate of *Hards v. Walton*, 2010-Ohio-3596, ¶ 5. Citations omitted.

[6] Id. at pg. 127, ¶ 2

Accordingly, Plaintiffs failure to properly plead his Underlying Claims does not support his request for another bite at the proverbial apple.

Additionally, Plaintiff was required to timely make all allegations necessary to justify his claim or be forever barred. See e.g., *Studier* at *3, supra. Consequently, any new allegations do not stave off dismissal of Plaintiffs' pending Complaint.

Second, **Plaintiff disputes application of res judicata by claiming fraud.**[7] This too is not a new claim, as it was at issue in the appeal.[8] Faced with the same claim against the same Defendants, the

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[7] Id.

[8] See Defendants-Appellees' brief "RESPONSE TO SECOND ASSIGNMENT OF ERROR". Complaint at Ex. C2. Additionally, this Court takes judicial notice of the Eleventh District Court of Appeals Opinion of March 20, 2023, and Judgment Entry of July 28, 2023. Ohio. R. Evid. 201. See *State v. Williams*, 119 Ohio App. 3d 512,516, 695 N.E.2d 832, 835 (1997), wherein the Eleventh District Court of Appeals held that "[a] trial court can only take note of its own factual findings based on the evidence before the court until appropriate precedent has been established within its own district or by the Supreme Court of Ohio."

Eleventh District Court of Appeals noted that this Plaintiffs earlier appellate brief:

> is difficult to discern, from the assigned error alone ... In particular, appellant asserts appellees' "motion [to dismiss] is a 'fraud'" under Civ.R. 60(B)(1) - (5); the motion is somehow, by definition, a criminal fraud pursuant to R.C. 2913.01(A); and the motion amounts to the crime of "securing a writing by fraud," in violation of R.C. 2913.43(A) and (B). [*Redding v. United States Parachute Ass'n, Inc.*, 2023-Ohio-884, ¶ 5.]

Similarly, Plaintiff alleges in this case that:

> Defendants provided the court with fraudulent information that got the case dismissed. [Complaint at ¶ 322.]
>
> ***
>
> Defendants "***knowingly***" asserted ***"false/fraudulent"*** material statements of fact in which was "material matter" before the trial court, in which the trial court "relied upon" to convert Defendants Motion to Dismiss. [Id. at ¶¶ 327 and 348. Emphasis in original.]

Plaintiff technically waived the argument on appeal.[9] Nonetheless, the Eleventh District Court of Appeals considered Plaintiffs ***fraud*** claim under the plain error doctrine, finding that "the assignment of error lacks merit."[10] Accordingly, the allegation of fraud is also res judicata and does not prevent the latter from applying to Plaintiffs claims.[11]

After construing the material allegations as true and making all reasonable inferences in favor of Plaintiff, the Court finds no genuine issue of material facts exists and Defendants are entitled to judgment as a matter of law. Plaintiffs pending claims were all previously decided in prior actions and are barred by

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[9] *Redding*, supra at ¶ 6.

[10] Id. at ¶¶ 6, 18, 22, and 24.

[11] Nor does Plaintiff allege fraud with the specificity required by Civ.R. 9(B). Previously, the Eleventh District Court of Appeals noted, Plaintiff "fails to argue, let alone demonstrate, how any of the [alleged fraudulent] ... statements were false or made with any intent to mislead the court." *Redding v. United States Parachute Assn.*, Inc., 2023-0hio-884, ¶ 10. Plaintiff has again failed to argue or demonstrate fraud with particularity.

res judicata. Pursuant to Civ.R. 12(C), the Court enters judgment in favor of Defendants and dismisses the Complaint.

DEFENDANTS ARE ENTITLED TO REASONABLE ATTORNEY FEES UNDER R.C. § 2323.51.

Defendants seek sanctions, claiming that Plaintiffs conduct in filing the instant action is frivolous given the claims are clearly barred by res judicata. R.C. § 2323.51 provides for an award of attorney fees to a party harmed by "frivolous conduct" in a civil action. The statute expressly vests the decision to award sanctions, including an award of reasonable attorney fees, in the court. *State ex rel. Striker v. Cline*, 130 Ohio St.3d 214, 2011-Ohio-5350, 957 N.E.2d 19, ¶ 10, citing R.C. § 2323.51(B)(1).

R.C. § 2323.51(A)(2)(a) defines 'frivolous conduct', "in pertinent part as conduct of a party to a civil action that satisfies any of the foHowing:"[12]

> (i) It obviously serves merely to harass or maliciously injure another party to the civil action or appeal or is for another improper purpose, including, but not limited to, causing unnecessary delay or a needless increase in the cost of litigation.
>
> (ii) It is not warranted under existing law, cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, or cannot be supported by a good faith argument for the establishment of new law.
>
> (iii) The conduct consists of allegations or other factual contentions that have no evidentiary support or, if specifically so identified, are not likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.
> (iv) The conduct consists of denials or factual contentions that are not

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[12] *Lloyd v. Thornsbery*, 2021-Ohio-240, ¶ 46, appeal not allowed, 2021-Ohio-1201, ¶ 46, 162 Ohio St. 3d 1422, 166 N.E.3d 15, reconsideration denied, 2021-Ohio-1896, ¶ 46, 163 Ohio St. 3d 1442, 168 N.E.3d 1211, and cert. denied, 142 S. Ct. 608, 211 L. Ed. 2d 377 (2021). Emphasis added.

> warranted by the evidence or, if specifically so identified, are not reasonably based on a lack of information or belief.

R.C. § 2323.51 applies an objective standard in determining frivolous conduct, as opposed to a subjective one. *State Farm Ins. Co. v. Peda*, 2005-Ohio-3405 (11th App.). The finding of frivolous conduct under R.C. § 2323.51 is determined without reference to what the individual knew or believed. *Id.*, citing *Ceol v. Zion Indus., Inc.*, 81 Ohio App.3d 286, 289, 610 N.E.2d 1076. In determining whether a claim itself is frivolous, the test is whether no reasonable lawyer would have brought the action considering the existing law.[13]

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[13] *The James Lumber Co. v. Nottrodt*, 2012-Ohio-746, ¶ 25. The Court is sympathetic to the fact that Plaintiff is a non-attorney. However, as a self-represented litigant, Plaintiff is "held to the same standard as litigants who are represented by counsel." *State ex rel. Neil v. French*, 153 Ohio St.3d 271, 2018-Ohio-2692, ¶ 10. Additionally, Plaintiff has shown a propensity to be quite litigious, e.g., by filing the same claims twice in this Court, appealing and moving for reconsideration of the prior judgments twice, once here and once at the Appellate Court. Plaintiff would

> Res judicata is an affirmative defense... Nevertheless, it has been held that filing a claim that is clearly barred by res judicata meets the definition of frivolous conduct in R.C. 2323.51(A)(2)(a)(ii). *Sain v. Roo*, 10th Dist. No. olAP-360, 2001-Ohio-4115; *Streb v. AMF Bowling Ctrs.*, (May 4, 2000), 10th Dist. No. 99AP-633, *Stuller v. Price*, 10th Dist. No. 03AP-30, 2003-Ohio-6826, at ¶ 21. [*Cincinnati Ins. Co. u. Oancea*, 2005-Ohio-4872, ¶ 22.[14]

Filing the within Complaint objectively constitutes "frivolous conduct" in several if not all the ways set forth above. For example, as the claims in this matter are clearly barred by res judicata, they are unwarranted under existing law and thus frivolous. No reasonable lawyer would have brought the action considering the existing law. Having lost the same

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likely dispute being labeled litigious, for he specifically denies being "a vexatious litigator pursuant to S.Ct.Prac.R. 4.03(B)." Complaint at pg. 2, ¶ 1. By doing so, Plaintiff has acknowledged he understands the possibility of sanctions for filing the Complaint. Plaintiff further establishes cognizance of a potential claim for frivolous conduct. S.Ct.Prac.R. 4.03 is entitled "Frivolous Actions; Sanctions ... " and subsection B generally regards unreasonable engagement in frivolous conduct.

[14] Defendants preserved the defense of res judicata. Answer at ¶ 19.

causes of action via Civ.R. 12(C) originally, which was subsequently affirmed on appeal, Plaintiff knew or should have known that his case has no merit and that he has no ability to prove his case.[15]

Consequently, filing the within Complaint constitutes frivolous conduct and Plaintiff should therefore be liable to pay Defendants' reasonable attorney fees in defending against same.

In conclusion:

1. Defendants' Motion for Judgment on the Pleadings is GRANTED, such that Plaintiff's Complaint is dismissed, **costs to be paid by Plaintiff**.
2. Additionally, Defendants' Motion for Sanctions in the form of reasonable

[15] *Lloyd*, supra at ¶ 54.

attorney's fees will be set for an evidentiary hearing under separate order.

IT IS SO ORDERED



JUDGE CAROLYN J. PASCHKE

Appendix No. 5

Geauga County Clerk of Courts Case: 25G000010, eFile ID: 261161

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IN THE COURT OF APPEALS OF OHIO
ELEVENTH APPELLATE DISTRICT
GEAUGA COUNTY

Wesley J. Redding	Case No. 2025-G-0010
- Plaintiff-Appellant	Civil Appeal from the Court of Common Pleas
vs	Trial Court No. 2023 P 000619
United States Parachute Association, Inc. et al.	
- Defendants - Appellees	

OPINION AND JUDGMENT ENTRY

Decided: October 6, 2025
Judgment: Affirmed

Wesley J. Redding, prose, 338 Irma Drive, Chardon, OH 44024 (Plaintiff-Appellant).

Tyler Tarney and Nick Gonano, Gordon Rees Scully Mansukhani, L.L.P., 41 South High Street, Suite 2495, Columbus, OH 43215 (For Defendants-Appellees).

EUGENE A. LUCCI, J.

{¶1} Appellant, Wesley J. Redding ("Redding"), appeals the judgment of the Geauga County Court of Common Pleas granting the motion of appellees, United States Parachute Association, Inc. ("USPA"), et al., for judgment on the pleadings, pursuant to Civ.R. 12(C). Redding also appeals the trial court's judgment awarding USPA sanctions and attorney fees for frivolous conduct in relation to the underlying complaint. We affirm.

{¶2} On December 27, 2021, Redding filed a complaint premised upon his allegation that he was wrongfully denied membership with appellee-USPA. *See Redding v. United States Parachute Assn. Inc.*, Geauga C.P. No. 21P000753 (Dec. 27, 2021) (the "2021 complaint"). The named defendants and appellees were as follows: USPA, Sherry Butcher, Marcie Anne Smith, AerOhio Skydiving Center, and Cleveland

Skydiving Center, Inc. (collectively "defendants" or "appellees"). In his complaint, appellant asserted he was a member of the USPA from March 31, 2004 through June 30, 2021. After his membership expired, on July 2, 2021, he attempted to renew his membership but was denied.

{¶3} Redding's 2021 complaint generally claimed that appellees wrongfully refused to renew his membership, in violation of USPA's Governance Manual, in violation of Ohio law, and in retaliation for filing various complaints with the Federal Aviation Administration ("FAA"). In particular, the complaint asserted the named defendants (1) breached a contract between themselves and Redding; (2) defendants were negligent; (3) defendants engaged in self-dealing, in violation of R.C. 1729.24; (4) defendants violated the Sarbanes-Oxley Act; (5) defendants intentionally interfered with a business

interest; (6) defendants breached a duty of good faith and fair dealing; and (7) defendants violated R.C. 4113.52, Ohio's Whistleblower statute. Redding also sought injunctive relief.

{¶4} The named defendants filed a motion to dismiss based upon Civ.R. 12(B)(6). Defendants specifically broke down each claim in Redding's complaint and argued that, viewing the allegations in his favor, no set of facts would entitle him to relief. Redding opposed the motion.

{¶5} In his memorandum in opposition, Redding simply argued that USPA, by permitting him to participate in an appeal of his membership via the "non-member" administrative process, defendants were not entitled to argue the Manual was inapplicable to the parties' relationship. The trial court converted defendants' motion into a motion for judgment on the pleadings pursuant to Civ.R. 12(C).

After considering the parties' relative arguments, the trial court concluded that no genuine issue of material fact existed that would entitle Redding to relief on any of the claims. The complaint was therefore dismissed.

{¶6} Redding appealed and, in *Redding v. United States Parachute Assn., Inc.*, 2023-Ohio-884 (11th Dist.) ("*Redding I*"), **this court affirmed** the dismissal of all of Redding's claims except the alleged violation of Ohio's Whistleblower statute. On remand, however, the trial court later dismissed this claim granting the defendants' motion for summary judgment. See *Redding*, Geauga C.P. No. 21P000753, (Dec. 12, 2023) Judgment entry granting defendant's motion for summary judgment). That order was not appealed by Redding.

{¶7} Instead, on October 17, 2023, Redding filed a second complaint, consisting of a 77-page complaint with an additional 476 pages of exhibits. The suit,

Redding v. United States Parachute Assn., Inc., Geauga C.P. No. 23P000619 (Oct. 17, 2023) (the "2023 complaint") was filed against the same defendants as those in Case No. 21P000753. The 2023 complaint alleged: (1) breach of contract; (2) violation of the Sarbanes-Oxley Act; (3) intentional interference with a business interest; (4) self-dealing/R.C. 1729.24 violation; (5) breach of good faith; negligence; and (6) a request for a temporary restraining order and permanent injunction. The complaint therefore made the same claims as the 2021 complaint with the exception of the claim that the defendants violated Ohio's Whistleblower statute. That claim was left out of the 2023 complaint.

{¶8} In the 2023 complaint, Redding acknowledged the 2021 complaint had been dismissed; he stated, however, "this allows the Plaintiff to 're-file' and demonstrate and/or establish

his set of facts. This is not a frivolous action and is not meant for delay, harassment, or any other improper purpose ... Further, Plaintiff has a reasonable cause to bring this action and is not a vexatious litigator... "

{¶9} Notwithstanding Redding's statement, his complaint was premised upon the same core facts as the 2021 complaint. In particular, Redding asserted he was a member of USPA from March 31, 2004 through June 30, 2021. See 2021 complaint at ¶ 11; 2023 complaint at ¶ 13. Redding stated he threatened and ultimately filed a complaint with the FAA regarding concerns about skydiving activity on the premises of defendant Cleveland Skydiving Center, Inc. See 2021 complaint at ¶ 14; 2023 complaint, ¶ 49-53. Redding asserted that on Friday, July 2, 2021, he attempted to renew his USPA membership, which was denied. See 2021 complaint at ¶ 21. He later discovered he was "locked-out" of his online

membership access. See 2021 complaint at ¶ 21; 2023 complaint at ¶ 67. And on July 9, 2021, Redding acknowledged the USPA Executive Director, Albert Berchtold, confirmed the USPA's decision to deny his application for membership was based upon "public content" that "would bring public contempt upon skydivers and USPA." See 2021 complaint at ¶ 25; 2023 complaint at ¶ 79.

{¶10} Redding attached multiple documents/exhibits to his 2023 complaint. The **facts** and **substance** of the documents **related to** circumstances and/or **communications that occurred prior to the filing of the 2021 complaint**. All of the documents, however, related to the same common core of operative facts raised in both the 2021 complaint and the 2023 complaint.

{¶11} On December 13, 2023, USPA moved for judgment on the pleadings or, in the alternative,

summary judgment, and moved for fees pursuant to R.C. 2323.51. The party defendants attached, inter alia, Redding's original December 27, 2021 complaint to his motion (Exhibit 1) as well as this court's July 28, 2023 judgment denying Redding's application for reconsideration of his appeal in *Redding I.* The trial court subsequently granted the motion and dismissed all of Redding's claims. The trial court determined that "[t]he Complaint here is remarkably like that filed by [Redding] in an earlier suit filed in this Court on December 27, 2021 ... The Complaint filed in the Underlying Case ... included the same claims, with only minor differences, against the same Defendants, for the same alleged conduct." *Redding*, Geauga C.P. No. 23P000619, 1 (Mar. 7, 2024). The trial court underscored that all of Redding's claims had been fully litigated and therefore Redding's claims were barred by res judicata.

{¶12} Following the entry of dismissal, the trial court held an evidentiary hearing on USPA's request for sanctions. The magistrate issued findings of fact and conclusions of law awarding the defendants $45,419.56 in fees. Redding objected to the magistrate's findings. On March 24, 2025, the trial court overruled Redding's objections and adopted the magistrate's decision. Redding now appeals the judgments of the trial court. Redding assigns five errors for this court's review. His first provides:

{¶13} "The trial court committed prejudicial error by dismissing appellant's complaint per Civ.R. 12(C) due to res judicata."

{¶14} Under this assignment of error, Redding asserts the trial court erred in dismissing his claims based upon res judicata because his claims relate to separate factual issues not previously before the court and therefore were not actually litigated. We disagree.

{¶15} Civ.R. 12(C) motions are specifically for resolving questions of law. *State ex rel. Midwest Pride IV, Inc. v. Pontious*, 1996-Ohio-459, ¶ 21. In ruling on a Civ.R. 12(C) motion, the court is permitted to consider both the complaint and answer. *Id.* "A court must construe as true all of the material allegations in the complaint, with all reasonable inferences to be drawn therefrom, in favor of the nonmoving party." (Citation omitted.) *State ex rel. Montgomery v. Purchase Plus Buyer's Group, Inc.*, 2002-Ohio-2014, ¶ 11 (10th Dist.). To grant the motion, the court must find beyond doubt that the plaintiff can prove no set of facts in support of his claim that would entitle him to relief. Pontious at ¶ 21. Our review of the appropriateness of judgment on the pleadings is de nova. *Fontbank, Inc. v. CompuServe, Inc.*, 138 Ohio App.3d 801, 807 (10th Dist. 2000).

{¶16} The Supreme Court of Ohio has recognized that although ordinarily res judicata is not a proper basis for dismissal under Civ.R. 12, the trial court may appropriately consider whether res judicata applies when the res judicata defense "does not depend on documents outside the pleadings." *Jones v. Wainwright*, 2020-Ohio-4870, ¶ 5. "It is well established, however, that when a plaintiff attaches exhibits to the complaint and alleges that the attached exhibits establish the claim, the plaintiff invites the court to consider them as part of the complaint." *State ex rel. Mccarley v. Dept. of Rehab. & Correction*, 2024-Ohio-2747, ¶ 13. Therefore, a Civ.R. 12(C) motion for judgment on the pleadings may be granted when the determination of res judicata does not depend on documents outside of the pleadings. *See Carson v. Carrick*, 2019-Ohio-4260 (8th Dist.).

{¶17} In this matter, Redding attached the original 2021 complaint (Exhibit C3); the judgment entry dismissing his original complaint (Exhibit C5); and the defendants' appellate brief filed in the 2023 appeal. Further, Redding cites to this court's opinion in *Redding I* in his 2023 complaint on multiple occasions. And, prior to asserting his various claims in the complaint underlying this appeal, he incorporates the entirety of his prior representations and allegations by reference. Courts have determined that a trial court may take judicial notice of prior judgments where the pleadings incorporate the same. *Kobal v. Edward Jones Securities,* 2021-Ohio-1088, ¶ 27 (8th Dist.), citing *Hammerschmidt v. Wyant Woods Care Ctr.*, 2000 WL 1875401, *2 (9th Dist. Dec. 27, 2000). Considering the foregoing, we conclude that the various filings in the prior case, as well as this court's prior opinion in *Redding I*, were adequately

incorporated into the pleadings, and therefore the trial court did not err in considering them in adjudicating the matter pursuant to Civ.R. 12(C).

{¶18} "Res judicata ensures the finality of decisions." *Brown v. Felsen*, 442 U.S. 127, 131 (1979). "It bars a party from relitigating the same issue or claim that has already been decided in a final, appealable order or a valid, final judgment in a prior proceeding and could have been raised on appeal in that prior proceeding." (Citations omitted.) *AJZ's Hauling, L.L.C. v. TruNorth Warranty Programs of North America*, 2023-Ohio-3097, ¶ 15 "The res judicata doctrine ensures stability of judicial decisions, deters vexatious litigation, and allows courts to resolve other disputes." *Id.*, citing *Natl. Amusements, Inc. v. Springdale*, 53 Ohio St.3d 60, 62 (1990); *Brown* at 131.

{¶19} One branch of the doctrine of res judicata is known as "claim preclusion." *AJZ's Hauling* at ¶ 16. "Claim preclusion makes "'an existing final judgment or decree between the parties to litigation ... conclusive as to all claims which were or might have been litigated in a first lawsuit." *Lycan v. Cleveland*, 2022-Ohio-4676, ,¶ 22, quoting *Natl. Amusements, Inc.* at 62, quoting *Rogers v. Whitehall*, 25 Ohio St.3d 67, 69 (1986). For claim preclusion to apply, the following four elements must be satisfied:

> "(1) [A] prior final, valid decision on the merits by a court of competent jurisdiction; (2) a second action involving the same parties, or their privies, as the first; (3) a second action raising claims that were or could have been litigated in the first action; and (4) a second action arising out of the transaction or occurrence that was the subject matter of the previous action."

Lycan at , ¶ 23, quoting *Hapgood v. Warren*, 127 F.3d. 490,493 (6th Cir. 1997).

{¶20} Here, in his 2023 complaint, Redding raised identical claims to those he raised in the 2021 complaint. Namely, Redding alleged breach of contract, violation of the Sarbanes-Oxley Act, intentional interference with a business interest, self-dealing, breach of good faith, and negligence. These claims were brought against identical parties. Most importantly, this court, in *Redding I*, 2023-Ohio-884 (11th Dist.), addressed each of these claims fully and that judgment and opinion are final as to those claims. We shall address each in turn.

{¶21} With respect to the breach of contract claim, we first point out that this is directed only at the individual defendant USPA. This court previously drew the same conclusion in *Redding I. Id.* at ¶ 12. In that matter, this court determined that Redding was not a member of USPA at the time it decided not to renew his membership. As such, no contract existed

between Redding and USPA and, thus, Redding was not entitled to the membership protections set forth in the USPA Governance Manual. Put another way, no contractual relationship existed at the time USPA denied Redding's request for membership. Specifically:

> The [USPA Governance] Manual draws a distinction between **disciplinary actions** for **members** and non-members. The Manual, in discussing non-member potential renewals, points out that "[s]ince it is not possible for USPA to revoke the membership and ratings of a non-current member, the board would need to examine the situation to determine if it would be deemed reasonable to allow the expired member to renew membership and ratings." **Art.1, [§] 6.4(F)(3)**. It is undisputed that, at the time [Redding] sought renewal, he was not a "current member." "To have a valid and enforceable contract there must be an offer by one party and an acceptance of the offer by another." *Huffman v. Kazak Bros.*, Inc., ... 2002 WL 549858, *4 ([11th Dist.] Apr. 12, 2002). By seeking renewal, [Redding] presented USPA an offer, which was rejected. In light of the factual allegations, [Redding], as a **non-member**, is not entitled to rely upon USPA's compliance with the Manual as a basis for his claim that he and appellees had some contractual relationship

> which was breached by USPA's decision not to renew membership. He offered to renew his membership and the offer was rejected. As a matter of law, there was no contract.

Redding I at , ¶ 15.

{¶22} In this appeal, Redding seems to argue that USPA committed fraud and breached its contract with him when it claimed it did not renew his membership pursuant to **Art. 1, § 6.4(F)(3)**, the **non-members provision**. Instead, pursuant to **conversations he had with USPA Executive Director** Albert Berchtold, **his membership was actually revoked under a separate section; namely Art. 1 § 6.4(C)**, which provides: "*Any member* shall be guilty of an offense justifying the imposition of the penalties set forth in USPA Governance Manual 1-§6.4(C) (below) who - ... Engages in any conduct as a skydiver that a person of reasonable prudence would anticipate as being likely to **bring public contempt** upon their

person, upon skydivers, or upon USPA." (Emphasis added.)

{¶23} Redding attempts to bolster his position by citing a "disciplinary action" which was included in the March 2022 edition of Parachutist Magazine, a USPA publication. This "article" indicated that in 2021, some six cases resulted in "disciplinary action." One of the "disciplinary actions" involved a revocation of a membership occurred "for repeatedly engaging in conduct that a person of reasonable prudence would anticipate as being likely to bring public contempt upon their person, upon skydivers, or upon USPA." 2023 complaint, Geauga C.P. No. 23P000619, Exhibit A?.

{¶24} According to Redding, the foregoing demonstrates he was a member when USPA declined to renew his membership, and USPA therefore

breached its contract with him by not following proper procedures for revoking his membership.

{¶25} The problem with Redding's argument is his acknowledgement that the conversation between him and Mr. Berchtold occurred in July 2021. He filed his original complaint in December 2021. He therefore had the opportunity to raise this argument or claim in his original complaint but failed to do so. *See Lycan*, 2022-Ohio-4676, at ,¶ 23 (the claim(s) could have been litigated in the first action). Redding's citation to the magazine article does not impact this conclusion. And, in any event, it is unclear how the article is probative of the issue he raises because his name is not referenced in the article. Even if the article was relevant, Redding's reliance upon it is purely speculative.

{¶26} The breach of contract and alleged fraud are barred by res judicata.

{¶27} Similarly, this court fully addressed Redding's alleged violation of the Sarbanes-Oxley Act. Specifically,

> [The Sarbanes-Oxley] claim is based upon [Redding's] allegation that his purported status as a "whistleblower" caused the USPA (no other named appellees are addressed in the complaint) to unlawfully retaliate against him via conspiring to deny him USPA membership.
>
> To set forth a whistleblower claim under the Sarbanes-Oxley Act, a plaintiff must first establish a prima facie case by proving, by a preponderance of the evidence, "that: (1) [he or] she engaged in protected activity; (2) the employer knew that [he or] she engaged in the protected activity; (3) [he or] she suffered an unfavorable personnel action; and (4) the protected activity was a contributing factor in the unfavorable action." (Internal citations and footnotes omitted.) *Allen v. Admin. Review Bd.*, 514 F.3d 468, 475-76 (5th Cir. 2008). In order to set forth a cognizable claim under the Sarbanes-Oxley Act, an employer/employee relationship is necessary. See, e.g., *Feldman v. Law Enforcement Associates Corp.*, 752 F.3d 339, 344 (4th Cir. 2014). [Redding] does not allege he was engaged in a protected activity when he filed complaints with the FAA or when he was denied membership. More importantly, however, he does not allege he was ever employed by the USPA. And [Redding] cites to

> the USPA's whistleblower policy in the manual, which states "[n]o adverse employment action may be taken and retaliation is strictly prohibited ... against any Covered Person who in good faith reports any Concern . . . . A "Covered Person," pursuant to the manual is an employee of or contractor with the organization. The trial court therefore did not err in denying this claim.

Redding I, 2023-Ohio-884, at , ¶ 36-37 (11th Dist.).

{¶28} This court thoroughly considered the claim for relief under Sarbanes-Oxley in *Redding I*. It is therefore barred by res judicata.

{¶29} This court also previously addressed and rejected Redding's intentional interference with a business relationship claim. This court previously observed and held:

> "The elements of tortious interference with a business relationship are (1) a business relationship, (2) the tortfeasor's knowledge thereof, (3) an intentional interference causing a breach or termination of the relationship, and, (4) damages resulting therefrom." (Citation omitted.) *Diamond Wine & Spirits, Inc.*

v. Dayton Heidelberg Distrib. Co., 2002-Ohio-3932, ¶ 23 (3d Dist.)

> In his complaint, [Redding] alleged that he was a past employee/independent contractor at various parachute drop zones, including with Cleveland Skydiving Center. He then claimed that his USPA membership was terminated due to the wrongful actions of appellees. He claimed that he is unable to seek employment in the industry without a USPA membership. [Redding] failed to allege that any appellee had any knowledge of any business relationship he possessed with area drop zones; moreover, although he claimed his **membership was terminated** by appellees' "wrongful" actions, he does not specifically assert appellees' intentional actions caused a breach of any business relationship of which appellees were, or in particular, USPA was aware. In sum, [Redding] failed to sufficiently plead the tort of intentional interference with a business relationship. The trial court did not err in dismissing this claim.

Redding I at , ¶ 38-39.

{¶30} The claim of intentional interference with a business relationship is barred by res judicata.

{¶31} Redding's self-dealing claim is similarly barred. In *Redding I*, 2023-Ohio-884, at ¶ 35 (11th Dist.), this court observed:

> [Redding] alleged a "self-dealing" claim pursuant to R.C. 1729.24. [Redding] claims that certain appellees sought to exact revenge against him for filing complaints with the FAA. R.C. 1729.24, however, addresses voiding contracts or transactions between a business association and other individuals under certain circumstances. As appellant has no contract with any of the named parties, it is unclear how R.C. 1729.24 is in any way applicable to these facts. The trial court did not err in dismissing this claim.

{¶32} Further, this court determined that no named defendant breached a duty of good faith and fair dealing owed to Redding. *Redding I* at ¶ 40. To establish such a claim, a contract is required. *Id.* Without some cognizable contractual relationship, no such duty is owed. *Id.*

{¶33} Finally, this court previously addressed Redding's negligence claim. In *Redding I*, this court set forth the elements of a negligence claim. *Id.* at ¶ 33. This court then concluded:

> [Redding] alleged the Manual imposed a legal duty to treat him "in the same manner as all other individual and Group Members." As previously noted, he was not a member at the time he alleged he was harmed. Moreover, as also discussed above, USPA followed the manual for denying [Redding's] requested renewal. In this regard, he was actually treated, pursuant to the [M]anual, as any other non-member might be treated. The trial court therefore did not err in dismissing the negligence claim.

Id. at , ¶ 34

{¶34} The negligence claim is also barred by res judicata.

{¶35} As noted previously, all factual allegations in Redding's 2023 complaint which pertain to the various defendants' purported wrongdoings are

related to time frames **occurring prior to the filing of his 2021 complaint**. The allegations could have been included in that complaint, which was filed in December 2021. This court's judgment and opinion in *Redding I*, 2023-Ohio-884 (11th Dist.), was final and rendered upon the merits; both that action and the underlying action involve the same parties; the claims in the underlying action were or could have been raised in the first action; and both the first and the second actions were premised upon the same transactions or occurrences. We accordingly hold the trial court did not err in concluding the claims in the second complaint were barred by res judicata.

{¶36} Redding's first assignment of error lacks merit.

{¶37} Redding's second assignment of error provides:

> The court committed prejudicial error by: (1) finding appellant's conduct was frivolous without setting or holding required hearing per R.C. 2323.51(B); (2) finding appellant's
>
> "pre-Second Suit" conduct relevant in finding his conduct was objectively frivolous; and (3) finding appellant's conduct was objectively frivolous claiming the claims or issues are barred by res judicata.

{¶38} Under this assignment of error, Redding appears to take issue with several actions by the trial court. First, he challenges the trial court's premature finding of frivolous conduct, filed on March 7, 2024. Next, Redding asserts the trial court was not permitted to consider his conduct which occurred prior to the filing of his October 17, 2023 complaint. Finally, Redding declares the trial court erred when it concluded that his claims were not warranted under existing law because, in the preamble to his

complaint, he made the ipse dixit declarations that his claims were not barred by res judicata.

{¶39} The third point is moot by virtue of our resolution of Redding's first assignment of error. And, more importantly, Redding fails to make a coherent argument that his claims in the underlying complaint were somehow warranted under existing law. He merely suggests that because the claims were not actually litigated, they are subject to further court inquiry and examination. As previously emphasized, the claims were alleged in the original complaint; the claims were alleged against the same parties; the claims were either disposed of or could have been argued in the first complaint; and all of the claims in the second complaint relate to USPA's (and other named defendants') behavior which had a common, if not replicated, "cloned," or repeated nucleus of operative facts.

{¶40} Regarding Redding's first contention, the trial court acknowledged its error in concluding his conduct was frivolous. It is clear the trial court determined Redding's conduct was frivolous in its March 7, 2024 order. Redding, however, filed a motion for relief from judgment, pursuant to Civ.R. 60(B), which the trial court granted[16].

{¶41} In its order, entered on September 11, 2024, the **trial court admitted it was inappropriate to conclude Redding's conduct was frivolous without first holding a hearing**. The trial court determined an

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[16] 1. The trial court's order was not final or appealable because the issues of sanctions/fees were still pending. *Redding v. United States Parachute Association*, 2024-Ohio-1651, ,is. ("[T]he trial court's March 7, 2024 judgment awarded attorney fees to appellees but deferred the amount to be determined at a later hearing. Until the attorney fees amount is determined, all matters before the trial court have not been resolved. Therefore, this judgment is not a final appealable order.") Accordingly, while the Civ.R. 60(B) motion was an improper vehicle (because it contemplates relief only from final orders, see, e.g., *Pitts v. Ohio Dept. of Transp.*, 67 Ohio St.2d 378, 380 (1981)), Redding's motion was duly contemplated as a motion for reconsideration of an interlocutory order.

evidentiary hearing was necessary to resolve the issues of whether Redding acted frivolously and, if so, what sanctions might be proper. A full and fair hearing was held on November 14, 2024, in which the parties had the opportunity to present evidence. Redding's argument pertaining to the trial court's premature determination is therefore moot.

{¶42} Redding's final point, that the trial court committed error by considering his "pre-Second Suit" conduct, is also without merit. The evidence presented at the frivolous conduct hearing had no bearing on the merits of Redding's claims in the underlying complaint. That issue was addressed in the trial court's dismissal order. Nevertheless, Redding's conduct prior to the filing of the underlying 2023 complaint is probative of whether his actions were frivolous. *See Hicks v. Cadle Company*, 2019-Ohio-5049, ¶ 117 (11th Dist.) (The "historical timeline of

events does provide competent, credible evidence to support the trial court's determination that filing the counterclaim was frivolous conduct

{¶43} **R.C. 2323.51 governs the determination of frivolous conduct.** "Frivolous conduct" means various things, not the least of which involve conduct that "is not warranted under existing law, cannot be supported by a good faith argument for an extension, modification, or reversal of existing law, or cannot be supported by a good faith argument for the establishment of new law." R.C. 2323.51(A)(2)(a)(ii). And frivolous conduct includes "allegations or other factual contentions that have no evidentiary support or, if specifically so identified, are not likely to have evidentiary support after a reasonable opportunity for further investigation or discovery." R.C. 2323.51(A)(2)(a)(iii).

{¶44} Each of the foregoing statutory subsections demonstrate that "pre-Second Suit" conduct are appropriate for a court to consider. Under subsection (A)(2)(a)(ii), the trial court's determination that Redding's claims in the underlying suit were barred by res judicata, which we affirm, demonstrate that Redding's conduct was not warranted under existing law and cannot be supported by good faith argument. This is because the underlying complaint was essentially duplicative of the first complaint, or it included facts that could have been raised in the first complaint, i.e., "pre-Second Suit" conduct.

{¶45} Similarly, under subsection (A)(2)(a)(iii), evidence is required to support a lawsuit. Without evidentiary support, there is no possibility of prevailing on a claim. In this respect, via the application of claim preclusion, Redding lacked any evidentiary support to advance the underlying

complaint (irrespective of discovery) because the facts had been previously asserted or could have been asserted in the first lawsuit. In effect, he had no evidentiary basis to support the filing of the underlying claim, and his allegations were either redundant or merely recycled attempts to reanimate previously determined claims under different theories which could have been asserted in the first action.

{¶46} Considering these points, we also emphasize that other appellate courts have held that filing a complaint barred by res judicata is frivolous conduct as a matter of law because it is not warranted under existing law. *See Mack v. Asset Acceptance, L.L.C.*, 2008-Ohio-5108, ¶ 40 (5th Dist.); *Cincinnati Ins. Co. v. Oancea*, 2005-Ohio-4872, ¶ 22 (6th Dist.); *Sain v. Roo*, 2001-Ohio-4115, ¶ 18 (10th Dist.). These courts have, by implication, held that conduct prior to the filing of an underlying action may or even must be

considered. We therefore hold the trial court did not err in considering Redding's "pre-Second Suit" conduct when it ruled on the issue of his frivolous conduct and USPA's motion for sanctions.

{¶47} Redding's second assignment of error lacks merit.

{¶48} Redding's third, fourth, and fifth assigned errors shall be addressed together. They provide:

> [3.] The court committed prejudicial error by restricting the November 14, 2024 hearing to a "sole" issue.
>
> [4.] The court committed prejudicial error by using appellee's witness's "unsworn statements" as evidence in the matter - which violated: (1) R.C. § 2317.30; (2) Civ.R. 43(D); (3) Evid.R. 603; and (4) Evid.R. 802, thus impacting the ruling.
>
> [5] The court committed prejudicial error by considering statements made to police, criminal investigators, and others inadmissible as allegedly NOT proving the truth of appellant's statements to police, criminal investigators, or others.

{¶49} Under these assigned errors, Redding maintains the trial court committed prejudicial error by limiting the November 14, 2024 frivolous conduct/sanctions hearing to the issue of his frivolous conduct. He additionally claims that the trial court similarly erred using witness' statements as evidence and determining statements made to law enforcement were inadmissible to establish the truth of his claims.

{¶50} Regarding the first point, Redding alleges the trial court erred when it stated the **sole issue** before the magistrate was whether Mr. Redding's conduct in the instant suit was frivolous. Redding takes issue with this because, he maintains, this statement implies the trial court did not engage in the requisite "three-step analysis" for determining sanctions under R.C. 2323.51. We disagree.

{¶51} As Redding points out, "A motion for sanctions under **R.C. 2323.51 requires a three-step**

determination. First, did an individual engage in frivolous conduct. Second, if the conduct was frivolous, was another party adversely affected by the frivolous conduct. And third, the amount of award, if any." *Keith Harper v. Lake Hosp. Sys., Inc.*, 2017-Ohio-7361, ¶ 27 (11th Dist.). The trial court's statement, however, does not imply it failed to engage in this inquiry. To the contrary, in overruling Redding's objections to the magistrate's decision, the trial court found that his conduct was frivolous, the second suit was barred by res judicata (implicitly concluding that the defendants were harmed by having to defend the previously adjudicated matters), and the defendants were awarded $45,419.56 in sanctions for the cost of defending the frivolous suit.

{¶52} Next, Redding argues that the trial court erred in allowing counsel to testify at the November 14, 2024 hearing. He claims that "[t]he court did NOT

swear in appellees' witness, counsel Mr. Tyler Tarney, as to attorney fees, and other reasonable costs." Redding maintains that the court committed prejudicial error by using counsel's unsworn statement as evidence in violation of R.C. 2317.30, Civ.R. 43(D), Evid.R. 603, and Evid.R. 802.

{¶53} The trial court overruled this objection to the magistrate's decision, concluding "[w]hen [an] objection is not made at trial to the failure to swear witnesses, the objection is waived." Citing *Stores Realty Co. v. Cleveland Bd. of Bldg. Stds. & Bldg. Appeals*, 41 Ohio St.2d 41 (1975). In Stores Realty, the Ohio Supreme Court held that "unsworn testimony is competent evidence, where the opposing party is represented by counsel who neither requests that the witness be sworn nor objects to the testimony." *Id.* at 42. While Stores Realty may be good law under

applicable circumstances, we need not apply its holding in this case.

{¶54} In *R.C.H. Co. v. 3-J Machining Serv.*, 2004-Ohio-57, ¶ 25 (8th Dist.), the Eighth District noted that evidence establishing the reasonableness of requested attorney fees "may take the form of testimony, affidavits, answers or other forms of sworn evidence. As long as sufficient evidence is presented to allow the trial court to arrive at a reasonable attorney-fee award, the amount of the award will not be disturbed absent an abuse of discretion." This statement of law is persuasive.

{¶55} On November 18, 2024, after the frivolous conduct/sanctions hearing, an affidavit was submitted by the senior counsel of the law firm representing the party defendants. In the affidavit, counsel attested to the hourly rate charged and the amount spent on defending the underlying litigation, i.e., $45,419.56.

We conclude that this is competent evidence, considering the surrounding facts and testimony adduced at the hearing, to support the trial court's decision on sanctions. Redding's argument lacks merit.

{¶56} Finally, Redding argues that the trial court erred in concluding that "statements made to police and others ... do not establish the truth of his statements." Redding seems to assert this is error because certain testimony or documentation he submitted to the police and other investigators support his claim of fraud.

{¶57} Initially, Redding's ancillary claim of fraud is premised upon his belief that he was a USPA member when he was not renewed and was not afforded the rights of a member pursuant to the USPA Governance Manual. As analyzed under his first assignment of error, this court has determined, with

finality, that Redding was a non-member when USPA declined to renew his membership. Redding does not like this conclusion. It, however, is inevitable, conclusive, and a final ruling on this issue.

{¶58} **Redding's attempt** to utilize reports made to law enforcement or similar such conversations with law enforcement as a basis to **establish his fraud claim at the frivolous conduct/sanctions hearing was improper**. The narrow issues at the hearing were whether Redding's conduct was frivolous, despite his reports and conversations with law enforcement pertaining to "belief' that the party defendants had somehow defrauded him. The content of Redding's interactions with law enforcement are, at best, coincidental and only demonstrate he initiated the interactions. In short, these interactions do not support the veracity of Redding's claims.

{¶59} We therefore agree with the trial court that Redding's statements to law enforcement and the statements to Redding by law enforcement do not establish the truth or prove the matters Redding sought to establish.

{¶60} Redding's third, fourth, and fifth assignments of error are without merit.

{¶61} For the reasons discussed in this opinion, the judgments of the Geauga County Court of Common Pleas are affirmed.

ROBERT J. PATTON, P.J.,

MATT LYNCH, J.,

concur.

JUDGMENT ENTRY

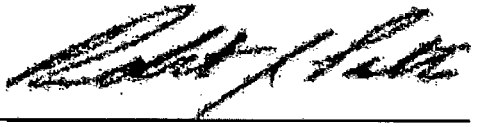
For the reasons stated in the opinion of this court, appellant's assignments of error are without merit. It is the judgment and order of this court that

the judgments of the Geauga County Court of Common Pleas are affirmed.

Costs to be taxed against appellant.



JUDGE EUGENE A. LUCCI



PRESIDING JUDGE ROBERT J. PATTON
concurs



JUDGE MATT LYNCH,

THIS DOCUMENT CONSTITUTES A FINAL JUDGMENT ENTRY

A certified copy of this opinion and judgment entry shall constitute the mandate pursuant to Rule 27 of the Ohio Rules of Appellate Procedure.

Appendix No. 6

Geauga County Clerk of Courts Case: 25G000010, eFile ID, 264017

Filed Court of Appeals 11/24/2025 12:14 p.m.

IN THE COURT OF APPEALS OF OHIO
ELEVENTH APPELLATE DISTRICT
GEAUGA COUNTY

Wesley J. Redding

- Plaintiff-Appellant

vs

United States Parachute Association, Inc., et al.

- Defendants-Appellees

JUDGMENT ENTRY

Case No. 2025-G-0010

On October 8, 2025, appellant, Wesley J. Redding, filed an application for reconsideration, pursuant to App.R. 26(A)(1) of this court's opinion and judgment in *Redding v. United States Parachute Assn.*, 2025-Ohio-4631 (11th Dist). Appellee, United States Parachute Association, Inc., et al. ("USPA"),

duly opposed the application and, subsequently, Redding filed a supplement to his application. The application and supplement were timely filed. Redding later filed a second supplement to his application for consideration which he asserts, in effect, is a "reply" to USPA's memorandum in opposition.

"The test generally applied upon the filing of a motion for reconsideration in the court of appeals is whether the motion calls to the attention of the court an obvious error in its decision, or raises an issue for consideration that was either not considered at all or was not fully considered by the court when it should have been: *Columbus v. Hodge*, 37 Ohio App.3d 68 (1oth Dist. 1987), paragraph one of the syllabus. However, "[a]n application for reconsideration is not designed for use in instances where a party simply disagrees with the conclusions reached and the logic

used by an appellate court." *State v. Owens*, 112 Ohio App.3d 334, 336 (11th Dist 1996). In short, a party seeking reconsideration must advance some argumentation that demonstrates a conspicuous error or identify a matter that was essentially ignored in the opinion which is challenged.

Most, if not all of Redding's assertions in his application for reconsideration are premised upon his ***unwavering insistence*** that USPA breached its contract with him as a "**member**" of the organization and, in conjunction with the alleged breach, committed fraud. Redding argues on reconsideration that, due to his alleged status as a "member" of the organization and USPA's executive director's representations that his membership was revoked pursuant to a provision in the UPSA Governance Manual relating to "**members**," USPA committed *fraud.*

Redding maintains the **fraud allegation** in the underlying suit **involved different operative facts than those facts alleged in the first lawsuit** Therefore, he contends, on reconsideration, the underlying lawsuit cannot be barred by the doctrine of res judicata. Redding's claims are essentially facsimiles or replications of his arguments on appeal in the underlying case. These claims are not proper substantive matters to raise in an application for reconsideration because these issues and the nuances surrounding them were fully and exhaustively addressed in the underlying appeal. Nevertheless, in the interest of a comprehensive and conscientious evaluation of Redding's (duplicative) allegations and for Redding's insatiable need for clarification, we shall provide a "road map" of our disposition(s) in this matter.

Redding sets forth seven "issues" or "bones of contention" with this court's disposition of the underlying appeal. These issues can be generally encapsulated in the following statement we paraphrase to avoid confusion. Redding argues, in affirming the trial court's judgment relating to the 2023 complaint, this court erred by agreeing with the trial court that his second complaint was barred by the doctrine of res judicata because, he claims, the facts and circumstances of the second complaint demonstrate he was (1) a "member" of USPA, (2) USPA breached a contract with him in failing to adhere to administrative procedures relating to a "member," (3) the USPA's executive director acknowledged these points, and (4) USPA (and/or other defendants) committed fraud in the manner in which it (or they) managed USPA's decision not to renew his membership.

Redding's seven issues assert **this court** did not fully consider his position that he was not a member of USPA and therefore he could not assert an alleged claim for fraud under new facts. To wit, Redding challenges this court's legal conclusions that alleges the following points:

> [1.] This Court asserted that "As analyzed under his first assignment of error, **this court has determined, with finality**, that **Redding was a non-member** when USPA declined to renew his membership. Redding does not like this conclusion. It, however, is inevitable, conclusive, and a final ruling on this issue." . . . However, the **nonmember section, 1-6, 4F never applied to Redding**.

Redding, 2025-Ohio-4631, 1157 (11th Dist)

> [2.] This Court asserted that "Under this assignment of error Redding asserts the trial court erred in dismissing his claims based upon res judicata because his claims relate to separate factual issues not previously before the court and therefore were not actually litigated. We disagree."

Redding at ¶ 14.

> [3.] This Court asserted that "With respect to the breach of contract claim,(") the court previously drew the same conclusion in *Redding v. United States Parachute Assn., Inc.*, 2023-Ohio-884, ¶ 12 (11th Dist.]. [Redding, 2025-Ohio-4631, at ¶ 21]. **In that matter this court determined that Redding was not a member** of the USPA at the time it decided not to renew his membership."
>
> [4.] This Court asserted that "In this appeal, Redding seems to argue that USPA committed fraud and breached its contract with him when it claimed it did not renew his membership pursuant to **Art 1, § 6.4{F)(3)**, the **non-members provision**."

Redding, at ¶ 22

> [5.] This Court asserted that "Redding attempt[s] to bolster his position by citing a 'disciplinary action' which was included in the March 2022 edition of Parachutist Magazine, a USPA publication."

Redding, at ¶ 23

> [6.] This Court asserted that "The [breach of contract] and alleged fraud are barred by res judicata."

Redding, at ¶ 26

> [7.] This Court asserted that "As previously emphasized, the claims were alleged in the original complaint[;] the claims were alleged against the same parties[;] the claims were either disposed of or could have been argued in the first complaint[;] and all of the claims in the second complaint relate to USPA's [...] behavior which had a common, if not replicated, 'cloned,' or repeated nucleus of operative facts."

Redding, at ¶ 39

The foregoing statements and Redding's concomitant arguments on reconsideration have been fully addressed by this court in the underlying appeal. This court specifically set forth the premises, rationale, and conclusions in the following paragraphs:

> In this appeal, Redding seems to argue that USPA committed fraud and breached its contract with him when it claimed it did not renew his membership pursuant to **Art 1, § 6.4(F)(3), the non-members provision**. Instead, pursuant to conversations he had with USPA

Executive Director Albert Berchtold, his membership was **actually revoked** under a separate section; **namely Art. 1 § 6.4(C)**, which provides: "*Any member* shall be guilty of an offense justifying the imposition of the penalties set forth in USPA Governance Manual 1-§ 6.4(C) (below) who - Engages in any conduct as a skydiver that a person of reasonable prudence would anticipate as being likely to bring **public contempt** upon their person, upon skydivers, or upon USPA." (Emphasis added.)

Redding attempts to bolster his position by citing a "disciplinary action" which was included in the March 2022 edition of Parachutist Magazine, a USPA publication. This "article" indicated that in 2021, some six cases resulted in "disciplinary action." One of the "disciplinary actions" involved a revocation of a membership occurred "for repeatedly engaging in conduct that a person of reasonable prudence would anticipate as being likely to bring public contempt upon their person, upon skydivers, or upon USPA." 2023 complaint, Geauga C.P. No. 23P000619, Exhibit A7.

According to Redding, the foregoing demonstrates he was a member when USPA declined to renew his membership, and USPA therefore

> breached its contract with him by not following proper procedures for revoking his membership.
>
> The problem with Redding's argument is his acknowledgement that the conversation between him and Mr. Berchtold occurred in July 2021. He filed his original complaint in December 2021. He therefore had the opportunity to raise this argument or claim in his original complaint but failed to do so. See *Lycan v. Cleveland*, 2022-Ohio-4676, at ¶ 23 (the claim(s) could have been litigated in the first action). Redding's citation to the magazine article does not impact this conclusion. And, in any event, it is unclear how the article is probative of the issue he raises because his name is not referenced in the article. Even if the article was relevant, Redding's reliance upon it is purely speculative.
>
> The breach of contract and alleged fraud are barred by res judicata.

Redding, 2025-Ohio-4631, ¶¶ 22 – 26

Given these points, it would appear that Redding fundamentally misunderstands the legal function and operation of the doctrine of res judicata.

We shall therefore, once again, emphasize the niceties of the concept. Res judicata is:

> "... a general term referring to all of the ways in which one judgment will have binding effect on another. That usage is and doubtless will continue to be common, but it lumps under a single name two quite different effects of judgments. The first is the effect of foreclosing any litigation of matters that never had been litigated, because of the determination they should have been advanced in an earlier suit. The second is the effect of foreclosing refitigation of matters that had once been litigated and decided. The first of these, preclusion of matters that were never litigated, has gone under the name, 'true res judicata' or the names, 'merger' and 'bar.' The second doctrine, preclusion of matters that have once been decided, has usually been called 'collateral estoppel.'"

(Emphasis added.) Black's Law Dictionary, (12th Ed. 2024), quoting Charles Alan Wright, The Law of Federal Courts, §100A, 722-723 (5th Ed. 1994).

The foregoing points apply equally to the courts of Ohio. As this court underscored in the underlying opinion:

> One branch of the doctrine of res judicata Is known as "claim preclusion." *AJZ's Hauling, L.L.C. v. TruNorth Warranty Programs of North America*, 2023-Ohio-3097,] , ¶ 16. "Claim preclusion makes "'an existing final judgment or decree between the parties to litigation conclusive as to all claims which were or might have been litigated in a first lawsuit.'"' *Lycan v. Cleveland*, 2022-Ohio-4676, ¶ 22, quoting *Natl. Amusements, Inc.* v. *Springdale*, 53 Ohio St.3d 60, 62 (1990)], quoting *Rogers v. Whitehall*, 25 Ohio St.3d 67, 69 (1986). For claim preclusion to apply, the following four elements must be satisfied:
>
> "'(1} [A] prior final, valid decision on the merits by a court of competent jurisdiction; (2) a second action involving the same parties, or their privies, as the first; (3) a second action raising claims that were or could have been litigated in the first action; and (4) a second action arising out of the transaction or occurrence that was the subject matter of the previous action."'

> *Lycan* at ¶ 23, quoting *Hapgood v. Warren*, 127 F.3d. 490, 493 (6th Cir. 1997).
>
> Here, in his 2023 complaint, Redding raised identical claims to those he raised in the 2021 complaint. Namely, Redding alleged breach of contract, violation of the Sarbanes-Oxley Act, intentional interference with a business interest, self-dealing, breach of good faith, and negligence. These claims were brought against identical parties. Most importantly, this court, in *Redding I*, 2023-Ohio-884 (11th Dist), addressed each of these claims fully and that judgment and opinion are final as to those claims.

Redding, at ¶¶ 19 – 20

Redding seeks to avoid the clear and obvious impacts of "true res judicata," i.e., claim preclusion, and collateral estoppel. By alleging facts that could have but were not raised in his initial complaint, his second complaint is barred by claim preclusion. Moreover, Redding reargues claims of which this court disposed in his previous appeal. Both prongs of res

judicata apply to this matter as well as to Redding's repetitive arguments on reconsideration; namely, either Redding already raised identical claims and arguments against the same parties or Redding could have but failed to raise the claims and arguments against the same parties in the previous case.

Redding is dissatisfied with this court's analyses and conclusions. This court, however, fully considered every challenge and argument Redding alleged on appeal. All issues raised on reconsideration are accordingly overruled.



JUDGE EUGENE A. LUCCI

ROBERT J. PATTON, P.J.,

MATT LYNCH, J.,

concur.

Appendix No. 7

Supreme Court of Ohio Clerk of Court – Filed March 17, 2026

The Supreme Court of Ohio

Wesley J. Redding — Case No. 2026-0018

v. — ENTRY

United States Parachute Association, Inc., et al.

Upon consideration of appellant's motion to strike amended memorandum in opposition to jurisdiction, it is ordered by the court that the motion is denied.

It is further ordered by the court that upon consideration of the jurisdictional memoranda filed in this case, the court declines to accept jurisdiction of the appeal pursuant to Rule 7.08(B)(4).

(Geauga County Court of Appeals; No. 2025-G-0010)

Sharon L. Kennedy Chief Justice

Appendix No. 8

Supreme Court of Ohio Clerk of Court – Filed May 12, 2026 – Case No. 2026-0018

The Supreme Court of Ohio

Wesley J. Redding	Case No. 2026-0018
v.	RECONSIDERATION ENTRY
United States Parachute Association, Inc, et al.	Geauga County

It is ordered by the court that appellant's amended motion for reconsideration and motion for relief from this court's denial of jurisdiction are denied.

It is further ordered by that court that appellees' motion for sanctions and declaration of appellant as a vexatious litigator under Rule 4.03 is denied.

(Geauga County Court of Appeals; No. 2025-G-0010)

Sharon L. Kennedy
Chief Justice

Appendix No. 9

IN THE SUPREME COURT OF OHIO

In re:	**Case No. 24-AP-150**
Disqualification of Hon. Carolyn Paschke	**RESPONSE TO AFFIDAVIT OF DISQUALIFICATION in *Wesley Redding v. United States Parachute Association, Inc., et al.*, Geauga County Court of Common Pleas, General and Domestic Relations Division, Case No. 23P000619**

Pursuant to the Order of the Chief Justice of the Supreme Court of Ohio, within its Entry of September 20. 2024, I, Judge Carolyn Paschke, deny any allegation of impropriety, prejudice, predisposition, bias, hostility, ill-will, or favoritism. Additionally, I respond thusly to the individual paragraphs of the Affidavit of Disqualification ("Affidavit").

1. All allegations of bias or prejudice against Wesley J. Redding ("Mr. Redding") are denied. **However**, **I do acknowledge the impropriety** of initially finding Mr. Redding's conduct to be frivolous **without first conducting a hearing**, as noted in the **Judgment Entry of September 11, 2024** ("Entry"). The reasons for doing so are set forth in the Order of March 7, 2024, at pg. 5-7. There has been a split of authority on whether a hearing is necessary under the circumstances. See e.g. *State ex rel. Ward v. The Lion's Den*, No. 1867, 1992 WL 487197, at *2 (Ohio Ct. App. Nov. 25, 1992). However, upon further reflection and interpretation of the statute and status of the law, I believe that a hearing is mandated by R.C. § 2323.51. Accordingly, said error

was corrected in the Entry. Accordingly, Mr. Redding's rights were protected and preserved despite contrary claims in ¶ 1 of the Affidavit.

2. The statements contained in ¶¶ 2-16 of the Affidavit appear accurate or have no bearing on the issue such that no additional response is required.

3. All allegations of impropriety, prejudice, predisposition, bias, hostility, ill-will, or favoritism are denied. Additionally, some of the quoted language in ¶¶ 17-22 of the Affidavit was modified via added emphasis.

4. Mr. Redding's claims regarding proof are denied, as he has not demonstrated false or fraudulent statements were made by the Defendants. See Order of March 7, 2024, pg. 1, ¶ 2. The quotes in ¶ 23 of the Affidavit

appear accurate, except that same have been modified via added emphasis.

5. The quotes in ¶¶ 24-25 of the Affidavit appear accurate, except that some have been modified via added emphasis. Allegations of impropriety, prejudice, predisposition, bias, hostility, ill-will, or favoritism are denied. Allegations that Mr. Redding has proved or demonstrated any particular thing are denied.

6. The first 10 lines of ¶ 26 of the Affidavit appear accurate. Subparagraph (3) is inaccurate in that Mr. Redding's rights have been preserved and protected. The quoted law appears accurate except for the addition of emphasis. Allegations of impropriety, prejudice, predisposition, bias, hostility, ill-will, or favoritism are denied. Mr. Redding

conflates interpretation of law with construing allegations.

7. All alleged violations of the right to be heard and all allegations of impropriety, prejudice, predisposition, bias, hostility, ill-will, or favoritism in ¶ 27 of the Affidavit are denied. Mr. Redding was heard through his numerous filings.
8. The allegations in ¶ 28 of the Affidavit do not appear to require a response.
9. The quote in ¶ 29 of the Affidavit appears accurate. However, allegations that Mr. Redding proved or described facts with specificity and particularity or in any way supported his claim are denied.
10. The quotes in ¶¶ 30-31 of the Affidavit appear accurate, except for the addition of emphasis. However, allegations that Mr.

Redding proved or described impropriety, prejudice, predisposition, bias, hostility, ill-will, or favoritism, or in any way supported the claim, are denied.

11. The allegations in ¶ 32 of the Affidavit do not appear to require a response.

12. The allegations of impropriety in ¶ 33 of the Affidavit are denied.

13. The allegation in ¶ 34 of the Affidavit does not appear to require a response.

14. The alleged lack of knowledge, skill, thoroughness, or preparation in ¶ 35 of the Affidavit is denied. Additionally, the Court's orders speak for themselves.

15. While the quotes in ¶ 36 of the Affidavit appear accurate, Mr. Redding's conclusions are disputed. Any allegation of impropriety,

prejudice, predisposition, bias, hostility, ill-will, or favoritism is denied.

16. The statements in ¶ 37 of the Affidavit do not appear to require a response.

In short, Mr. Redding conflates my prior and subsequent interpretation of law as impropriety, prejudice, predisposition, bias, hostility, ill-will or favoritism. This is inaccurate and any such allegation is denied. I believe that I have been and can continue to be fair and unbiased to all parties in this matter. However, I will follow any Order of the Supreme Court of Ohio to the letter, including any Order of disqualification. If I am not disqualified, I will continue to preside over this matter in a fair and just manner.

Respectfully submitted,



CAROLYN J. PASCHKE, JUDGE

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Appendix No. 10

IN THE SUPREME COURT OF OHIO

In re:	**Case No. 26-AD-146**
Disqualification of Hon. Carolyn Paschke	**RESPONSE TO AFFIDAVIT OF DISQUALIFICATION in _____ v. *Wes Redding*, Geauga County Court of Common Pleas, General and Domestic Relations Division, Case No. 26SP000374**

Pursuant to the Order of the Chief Justice of the Supreme Court of Ohio, within its Entry of June 22, 2026, I, Judge Carolyn J. Paschke, deny any allegation of impropriety, prejudice, predisposition, bias, hostility, ill-will, or favoritism. I also dispute any challenge to my integrity or competence. Additionally, I respond thusly to the individual paragraphs of the Affidavit of Disqualification ("Affidavit").

As an initial matter, it should be noted that Mr. Redding has previously filed several Affidavits of

Disqualification against me arising out a prior matter before me, the case of *Redding v. United States Parachute Assoc., Inc.*, **Case No. 23P000619**. These include: two Affidavits of Disqualification filed in Case No. 24-AP-150 and six Affidavits of Disqualification in Case No. 24-AP-080. Mr. Redding based his prior claims on many of the same factual allegations as here. This Court denied Mr. Redding's multiple requests on each prior occasion.

1. All allegations of impropriety, prejudice, predisposition, bias, hostility, ill-will, or favoritism are denied.
2. The statements contained in ¶¶ 1-14; and 25 of the Affidavit appear accurate or have no bearing on the issue such that no additional response is required.
3. Mr. Redding's allegations in ¶¶ 15 and 27 of the Affidavit regarding **impropriety** or the

appearance of impropriety in a prior matter is inaccurate. However, **I do acknowledge the impropriety of initially finding Mr. Redding's conduct to be frivolous without first conducting a hearing**, as noted in the Judgment Entry of September 11, 2024 ("Entry"). (Ex. A and Addendum, No. 1). The **reasons for initially doing so are set forth in the Order of March 7, 2024**, at pg. 5-7. (Ex. B and Addendum, No. 2). There has been a split of authority on whether a hearing is necessary under the circumstances. (Addendum, No. 3). However, upon further reflection and interpretation of the statute and status of the law, I believe that a hearing is **mandated by R.C. § 2323.51**. Accordingly, said error was corrected in the Entry. By doing so, **Mr. Redding's rights**

were protected and preserved despite contrary claims in ¶ 15 of the Affidavit. Further, as this Court stated, "Redding's allegations related to the judge's finding of frivolousness were previously rejected by the first affidavit of disqualification." (Addendum, No. 4).

This claim was previously raised in Mr. Redding's prior Affidavit of Disqualification against me in Ohio Supreme Court Case No. 24-AP-150. Said Affidavit of Disqualification was dismissed via this Court's Judgment Entry and Decision. (*Id.*). It was further noted that Mr. Redding's claims lacked substantial, credible evidence to support claims of unethical influence or action. (Addendum, No. 5).

4. Mr. Redding's claims in ¶¶ 16-17 regarding allegations of **tampering** with records are unfounded and nonsensical. These allegations are based on **my refusal** to **modify a word contained in a transcript of a hearing**. The **Court Reporter and I** both interpreted the statement contained in the Digital Court Recording as follows:

> THE MAGISTRATE: No. You have already done that. You have already made it very painfully clear that you believe that there was fraud in this case, okay? [Ex. C and Addendum, No. 6. Emphasis added.]

Mr. Redding argues that the underlined word above was "**we**". I do not believe Mr. Redding's interpretation is correct. I instead believe that Magistrate Powell said "you", as the Court Reporter transcribed.

Further, replacing the word "you" with "we" would have no significant impact and would make the statement senseless. For instance, if as Mr. Redding argues, Magistrate Powell acknowledged the former had made clear his belief that "'we [presumably the Court] believe there was fraud", it is still nothing more than Mr. Redding's belief, which is not evidence. Additionally, it would be senseless to state that Mr. Redding believes that he knows what we believe to be true. Rather, it makes sense to denote the understanding that Mr. Redding believes that there was fraud to assure him that the Magistrate understands his point.

Finally, **my refusal to rewrite the transcript** to create what I believe to be an inaccurate statement does not equate to tampering. (Addendum, No. 7). Nor does the passive act of

letting the transcript stand as written meet the overt act requirement contained in Mr. Redding's cited law, R.C. § 2913.41. Consequently, Mr. Redding's claims that I knowingly falsified, altered, or mutilated the transcript belie the facts and conflict with my passive refusal to do so.

5. In ¶ 18 Mr. Redding blindly alleges bias. While he cites a previous matter, he provides no specific facts to support his allegation, which hinders my ability to respond. Merely disagreeing with the result of a case does not constitute bias. A judge's rulings of law are legal issues subject to appeal and are not by themselves evidence of bias or prejudice that will provide grounds for disqualification of the judge. (Addendum, No. 8). Furthermore, a trial

judge is presumed not to be biased or prejudiced, and the party alleging bias or prejudice must set forth evidence to overcome the presumption of integrity. (Addendum, No. 9).

The existence of prejudice or bias against a party is a matter that is particularly within the knowledge and reflection of each individual judge and is difficult to question unless the judge specifically verbalizes personal bias or prejudice toward a party. (Addendum, No. 10). Having never done so, Mr. Redding's claims are naturally devoid of any specific allegation to the contrary and this claim should fail as a result.

Finally, Mr. Redding brought his claims of prejudice in the previous cases before this

Court and they were reviewed and rejected by this Court.

6. I deny any allegation of obstruction, but do not dispute the premise of the quoted language in ¶ 19 of the Affidavit. Again, I am prevented from commenting further without specific allegations to address.

7. Mr. Redding again alleges suppression of evidence in ¶ 20 despite acknowledging the Eleventh District Court of Appeals' agreement with this Court's ruling in Case No. 23P000619. Ultimately, Mr. Redding repeats his sole basis for this allegation, i.e. the initial '**inappropriate**' finding of frivolousness prior to a hearing. As noted above, this initial finding was later corrected by the Court's own motion and a hearing was conducted. This was confirmed

and the claim was determined by the Ohio Supreme Court to be insufficient to support disqualification. (Addendum, No. 4). Having fully responded to this allegation above, no further response is warranted, lest I repeat myself.

8. I dispute that Mr. Redding has described any facts which would warrant disqualification. However, I do not dispute the general rule quoted in ¶ 21.

9. I dispute that Mr. Redding has identified any words or actions that would suggest, much less prove, predisposition on my part, as alleged in ¶ 22.

10. Mr. Redding again merely alleges appearance of impropriety and tampering without any support in ¶¶ 23-24. No new facts were alleged such that the prior

response above is sufficient. Suffice it to say that the Ohio Supreme Court has already addressed this claim and some of the same or similar bases upon which it has been submitted for consideration again in this case. (Addendum, No. 4).

11. I dispute that Mr. Redding has proved that a reasonable and objective juror would harbor serious doubt about my impartiality, as alleged in ¶ 26. I am unable to comment further given the lack of support for the allegation.

12. I dispute violating the Constitution as blindly alleged in ¶ 28 of the Affidavit. I am unable to respond further given the lack of factual support for the allegation.

In short, Mr. Redding conflates my prior and subsequent interpretation of law as **impropriety**,

prejudice, predisposition, bias, hostility, ill-will or favoritism. This is inaccurate and any such allegation is denied. I believe that I have been and can continue to be fair and unbiased to all parties in this matter. However, I will follow any Order of the Supreme Court of Ohio to the letter, including any Order of disqualification. If I am not disqualified, I will continue to preside over this matter in a fair and just manner.

Respectfully submitted,



CAROLYN J. PASCHKE, JUDGE

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