

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

Constant Content Co.,	:	
	:	
Plaintiff,	:	Case No. 24CV006509
	:	
v.	:	Judge Julie M. Lynch
	:	
Ohio Republican Party,	:	
	:	
Defendant.	:	

**DEFENDANT OHIO REPUBLICAN PARTY'S
MOTION FOR SUMMARY JUDGMENT**

Defendant Ohio Republican State Central and Executive Committee d/b/a Ohio Republican Party (“ORP”) hereby moves this Court pursuant to Ohio Civil Rule 65(C) to grant summary judgment in its favor on all claims asserted against it in Plaintiff Constant Content’s Complaint. As explained in the accompanying memorandum in support and accompanying exhibits, even viewing the evidence in the light most favorable to Constant Content, reasonable minds can come to but one conclusion: Plaintiff Constant Content’s claims fail as a matter of law against ORP. Thus ORP is entitled to judgment as a matter of law.

Respectfully submitted,

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MEMORANDUM IN SUPPORT

More than five years and the largest \$60 million dollar political scandal in Ohio history stand between Plaintiff Constant Content's alleged provision of campaign flyers for political candidates and this action to compel the Ohio Republican Party to pay Constant Content. As Constant Content admits, there was never a written contract between ORP and Constant Content, and Constant Content's creator and director Jeff Longstreth admits he never even discussed central terms like quantity or price with ORP. Deposition of Jeffrey Longstreth ("Longstreth Dep.") at 48-51 (Excerpts attached hereto as Exhibit A). Nonetheless, Constant Content asks ORP to pay more than half a million dollars to a now defunct organization that is inextricably intertwined with the bribery scandal that led to its leaders' conviction for racketeering. Constant Content and Jeff Longstreth ask the ORP and this Court to simply take their word for it. ORP cannot in good conscience do so. And Ohio law does not demand otherwise.

Plaintiff Constant Content asserts three claims against ORP: (1) breach of an oral contract; (2) promissory estoppel; and (3) unjust enrichment. All of Constant Content's claims fail as a matter of law. First, because this action involves the provision of goods valued at more than \$500, the statute of frauds requires a written agreement. R.C. 1302.04(A). No such written agreement exists. This failure is fatal to Constant Content's claim for breach of contract.

Even absent this bar, Constant Content's breach of contract claim fails because the record is utterly devoid of any evidence that the parties ever reached an agreement, oral or otherwise, regarding the essential elements of a contract. It is undisputed that terms like quantity and price were never even discussed before Constant Content purportedly printed and mailed flyers supporting political candidates.

Constant Content cannot circumvent these requirements by repackaging its claim as one for promissory estoppel. Where, as here, the statute of frauds requires a written agreement, Ohio law permits promissory estoppel claims to advance only where the plaintiff establishes that the defendant lied about the existence of a writing or promised to put the agreement in writing. Constant Content does not allege that this is the case here. ORP is therefore entitled to judgment in its favor on this claim, too.

Finally, Constant Content's unjust enrichment claim likewise warrants summary judgment. Constant Content fails to present any evidence that it conferred a benefit on ORP that would impose any equitable duty on ORP to pay Constant Content.

On the factual record in this case, a reasonable jury could reach only one conclusion: ORP is entitled to judgment. This Court should therefore grant judgment in ORP's favor on all claims.

STATEMENT OF FACTS

ORP is a major political party in the state of Ohio. Constant Content is an Ohio corporation formed in 2018 and controlled by Jeff Longstreth. *See* Longstreth Dep. at 12:1-19; Constant Content Articles of Incorporation, attached hereto as Exhibit B. As Longstreth describes it, Constant Content was a "one-person corporation" that was "formed for accounting purposes to keep income and expenses separate from JPL [& Associates]," another company formed and directed by Longstreth. Longstreth Dep. at 12:16-13:8. Constant Content provided print and other media advertisements for political candidates and campaigns. *Id.*; *see also id.* at 29:20-24.

In early 2020, the House Republican Campaign Committee ("HRCC"), acting at the direction of then Speaker of the Ohio House of Representatives, Larry Householder, selected Constant Content to provide direct mail campaign materials for the HRCC. Longstreth Dep. at 46:9-48:15. Specifically, Constant Content was selected to provide campaign materials for ORP-

endorsed Ohio House of Representative Members and candidates during the 2020 Republican primary. *Id.*

Between February 2020 and the Primary election on April 28, 2020, Constant Content alleges that it designed, printed, and mailed campaign flyers for ORP candidates and that these materials were marked as being paid for by the ORP. During that same time frame, Constant Content also created fliers for the HRCC and directly for candidates. Longstreth Dep. at 121:16-24.

Constant Content sent ORP an invoice dated March 2020 for \$357,115.13, and ORP issued Constant Content a check for that amount in late May 2020. Deposition of Rob Secaur at 60:4-61:1 (excerpts attached hereto as Exhibit C). Executive Director of ORP, Rob Secaur, asked Constant Content to wait to cash the check until the HRCC deposited funds into ORP's account. *Id.* at 62:6-64:7; Longstreth Dep. at 70:9-13.

In July 2020, Larry Householder, Jeff Longstreth, and others were arrested on racketeering charges revolving around House Bill 6, a billion-dollar bailout that saved two failing Ohio nuclear power plants from closing. When Mr. Secaur became aware of the indictments, he ordered that the check be voided. Secaur Dep. at 69:4-24. As Mr. Secaur explained, he did not “want to give money to a potentially criminal enterprise” and “[t]he nature of the indictment and the people involved made me question whether or not the services were indeed provided.” Secaur Dep. at 72:2-15; *see also id.* at 28:14-21 (“Some members of Constant Content were involved in an indictment which called into question the veracity of the invoice.”)

Longstreth ultimately pled guilty to participating in a racketeering conspiracy involving more than \$60 million. Longstreth Dep. at 116:21-117:20. Department of Justice documents allege that from March 2017 to March 2020, the enterprise, which included Longstreth and

Householder, among others, received millions of dollars in exchange for Householder's and the enterprise's orchestration of passing House Bill 6.

The FBI investigator's affidavit attached in support of the criminal complaint specifically identified Constant Content as an entity associated with the enterprise and a vehicle through which Longstreth funneled enterprise money. The affidavit described the relationship as follows:

JPL & Associates LLC is controlled by Longstreth. Longstreth is the signor on five different bank accounts that have received money directly from Generation Now, including two JPL business accounts, one personal account, and two accounts named "Constant Content." Bank records show numerous internal money transfers of Generation Now money among Longstreth-controlled accounts. In total, JPL's main business account received over \$10.5 million in Company A-to-Generation-Now wires during the relevant period, which Longstreth then transferred internally to his other accounts. Longstreth also received indirectly \$4.4 million, which had been funneled from Generation Now, through another entity, ("Front Company," discussed below) and into Longstreth's Constant Content accounts. Analysis of the accounts shows that the money was used to pay benefits directly to Enterprise members and to further the Enterprise's interests by paying campaign staff for preferred Householder candidates, among other things.

Affidavit In Support of a Criminal Complaint, Case No. 1:20-MJ-00526, attached hereto as Exhibit D.

On September 23, 2020, the Ohio Attorney General filed its own case related to the scandal. *State v. First Energy Corp. et al*, Case No. 20 CV 006281 (Franklin County Common Pleas Court). This case explicitly named Constant Content as a defendant, accusing it as being a part of the criminal enterprise and alleging that Constant Content is an "Ohio Company that received and disbursed funds used in furtherance of the affairs of the enterprise." *Id.*, Second Amended Complaint at ¶11, attached hereto as Exhibit E.

The Ohio Attorney General's Complaint similarly alleged that Constant Content was a vehicle for receiving money obtained through the Enterprise:

During the course of the Unholy Alliance,¹ Generation Now transferred a total of \$10.5 million to JPL & Associates, Longstreth's political consulting company. Additionally, Generation Now transferred over \$4.4 million to Ohioans for Energy Security, which was subsequently passed on by Ohioans for Energy Security to Constant Content, another business owned by Longstreth. Together, those businesses paid Longstreth over \$5 million, including \$1 million that was placed in a brokerage account for Longstreth's benefit in January 2020, for his service to the Unholy Alliance, all in violation of RC 1315.55, Ohio's Money Laundering statute.

Id. ¶ 92.

Constant Content is now effectively defunct as an organization. Longstreth testified that while its registration is still listed as active with the Ohio Secretary of State, the company is not currently operating:

Q. I think you answered this already, but just to make sure I understand for the record, is Constant Content still in operation today?

A. It still technically is an organization, but it's not doing any work currently.

Longstreth Dep. at 119:16-24. Longstreth testified that the bank accounts for the organization have been closed since November 2020. Longstreth Dep. at 121:4-5. Additionally, Constant Content has no current customers, no source of revenue, and no employees. Longstreth Dep. at 119-120.

After Jeff Longstreth was indicted and Constant Content effectively stopped operating, OFP did not hear anything about the March 2020 invoice until the spring of 2021 when Constant Content demanded ORP pay the March 2020 invoice. At that time, Constant Content also sent new invoices to ORP's counsel that had never been sent to ORP. Longstreth Dep. at 74:5-75:20. In all, the invoices totaled \$593,065.73 for direct mail and postage for mailers for Ohio House of Representative Members and candidates that it had purportedly sent during the 2020 primary election. The new invoices were created in November 2020, *id.*, months after Longstreth's arrest,

¹ According to the allegations in the Second Amended Complaint, "Unholy Alliance" was the name some of the defendants gave to the overall conspiracy. *State v. First Energy Corp. et al*, Case No. 20 CV 006281 Second Amended Complaint, Introduction at 6.

and just a few days prior to the closure of Constant Content's bank accounts in November 2020. Nearly three years later, Constant Content filed its complaint in this action.

STANDARD OF REVIEW

Under Civ.R. 56(C), summary judgment "shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact, if any, timely filed in the action, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Ohio Civ. R. 56(C). Consistent with this rule, summary judgment is appropriate where: "(1) no genuine issue of material fact remains to be litigated, (2) the moving party is entitled to judgment as a matter of law, and (3) viewing the evidence most strongly in favor of the nonmoving party, reasonable minds can come to but one conclusion, that conclusion being adverse to the nonmoving party. *Greenzalis v. Nationwide Mut. Ins. Co.*, 2016-Ohio-8344, ¶ 15 (10th Dist.).

LAW AND ARGUMENT

I. Constant Content's Breach of Contract Claim Is Barred by the Statute of Frauds

Plaintiff's breach of contract claim is plainly barred by the Ohio statute of frauds. R.C. 1302.04(A). The undisputed facts make clear that no valid written agreement (or any agreement) existed between the parties. Yet Plaintiff claims that it is entitled to more than a half a million dollars based on a purported oral contract. Not so. Ohio law is clear that a transaction for the sale of goods worth more than \$500 must be evidenced by a sufficient writing to be enforceable. Otherwise, the agreement violates the statute of frauds and will not be enforced. Consequently, Plaintiff's breach of contract claim fails as a matter of law.

A. The Ohio Uniform Commercial Code, and Consequently the Ohio Statute of Frauds, Applies to the Parties' Alleged Agreement

A contract for goods is governed by the Ohio Uniform Commercial Code (the "Ohio UCC"): R.C. Chapter 1302. *H & C Ag Servs., LLC v. Ohio Fresh Eggs, LLC*, 2015-Ohio-3714, ¶ 32 (3rd Dist.). Here, Plaintiff contends that its supposed oral agreement with the ORP called for a combination of services and goods. Specifically, Plaintiff asserts that ORP requested "marketing and advertising goods and services from Plaintiff to send out flyers and/or mailers on behalf of the Republican Candidates for the 2020 primary cycle." (Compl. at ¶ 12).

Where a contract calls for a combination of goods and services, Ohio courts apply the "predominant factor test" to determine whether common law or the Ohio UCC applies to the contract. *H & C Ag Servs., LLC* at ¶ 34. Under the test, courts examine "whether the predominant factor and purpose of the contract is the rendition of service, with goods incidentally involved, or whether the contract is for the sale of goods, with labor incidentally involved." *Id.* (quoting *Mueller v. All-Temp Refrig., Inc.*, 3d Dist. Van Wert No. 15-13-08, 2014-Ohio-2718, 2014 WL 2859170, ¶ 34). Put simply, the critical determination is whether the purchaser's ultimate goal is to acquire a product or to procure a service. *Id.* If the purchaser's ultimate goal is to acquire a product, the Ohio UCC applies to the agreement.

The predominant purpose of a contract is for the sale of goods if the purchaser ultimately obtains value under the contract by securing the goods. For instance, the seller in *Allied Erecting* contracted with purchaser to design and supply an electrical substation. *Allied Erecting & Dismantling Co., Inc. v. Ohio Edison Co.*, 2015-Ohio-2328, ¶ 17 (7th Dist. 2015). The court held that the predominant purpose of the contract was the sale of goods because "[t]he design and construction were incidental to [the purchaser's] real need," an electrical substation. *Id.* Similarly, the parties in *Stainbrook* contracted for the seller to write and provide songs to the purchaser.

Strainbrook v. Fox Broad. Co., N.D. Ohio No. 3:05 CV 7380, 2006 WL 3757643, at *7 (Dec. 19, 2006). In determining that the contract's predominant purpose was the sale of goods, the court reasoned that the labor related to writing the songs was merely incidental to the songs themselves. *Id.* The true value of the songs to purchaser was based solely on the purchaser's actual possession of the songs and its ability to use the songs in shows. *Id.*

Here, the predominant purpose of the agreement at issue is for the sale of goods: candidate flyers for the 2020 primary cycle. While the supposed contract contemplates the creation and distribution of flyers, the creation of the flyers is merely incidental to the flyers themselves. The value of the flyers to the candidates comes from the voters' actual possession of the flyers. As was true in *Strainbrook*, where the value came from possession of the songs, the value in this case lies derives from the flyers themselves once voters possess that good. For that reason, the predominant purpose of the agreement is for the sale of goods. The Ohio UCC applies to the agreement as a matter of law.

B. Because the Parties' Agreement for Goods Is Worth Over Five Hundred Dollars and Is Not Evidenced in Writing, it Is Barred by the Ohio Statute of Frauds

As outlined above, the Ohio UCC, which encompasses the Ohio statute of frauds, applies to Plaintiff's breach of contract claim. The statute of frauds states, in relevant part:

Except as otherwise provided in this section a contract for the sale of goods for the *price of five hundred dollars or more is not enforceable by way of action or defense unless there is some writing* sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or broker. A writing is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this division beyond the quantity of goods shown in such writing.

R.C. 1302.04(A) (emphasis added).

Where an agreement is for goods worth more than \$500 and is not evidenced in writing, the agreement is unenforceable. *Allied Erecting & Dismantling Co., Inc.*, 2015-Ohio-2328, at ¶¶

17, 21 (agreement was not enforceable under the Ohio statute of frauds because the transaction was worth more than \$500 and the party to be charged did not sign a sufficient writing).

The uncontroverted facts on this record demonstrate that Constant Content’s breach of contract claim is barred by the Ohio statute of frauds. The agreement at issue was for goods that Plaintiff contends were worth more than a half million dollars. But no written agreement signed by ORP exists. Longstreth Dep. at 31:2-4. As a result, Plaintiff’s breach of contract claim necessarily fails.

Although Ohio law recognizes an exception to the statute of frauds for “specially manufactured goods,” that exception cannot save Constant Content’s claims here. The exception provides, in relevant part:

- (C) A contract which does not satisfy the requirements of division (A) of this section *but which is valid in other respects* is enforceable:
 - (1) if the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the seller's business and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement[.]

R.C. 1302.04(C)(1) (emphasis added). For the “specially manufactured goods” exception to apply, the agreement must involve specially manufactured goods and must be “valid in other respects.”

Id.

For a contract to be valid under the Ohio UCC, the contract must contain a quantity term. *Revere Plastic Sys., LLC v. Plastic Plate, LLC*, 509 F. Supp. 3d 986, 996 (N.D. Ohio 2020); *H & C Ag Servs., LLC*, 2015-Ohio-3714, at ¶ 45. *See also* R.C. 1302.04 Official Comment 1 (“The only term which must appear is the quantity term which need not be accurately stated but recovery is limited to the amount stated.”). The rationale behind this rule is that an agreement is illusory where

the seller retains an “unlimited right to determine the nature and extent of his performance.” *H & C Ag Servs., LLC*, at ¶ 45 (internal citations omitted).

Moreover, an absent quantity term in a contract for the sale of goods is not a gap that can be filled under the UCC. *Id.* at ¶ 49. *See also In re Wheeling-Pittsburgh Steel Corp.*, 360 B.R. 632, 640 (Bankr. N.D. Ohio 2006); *Tubelite Co. v. Original Sign Studio, Inc.*, 2008-Ohio-1905, ¶ 20, 176 Ohio App. 3d 241, 248 (10th Dist. 2008) (“[I]n the absence of some basic terms — such as the description and quantity of the goods — a contract may not exist[.]”); *MTD Prod. Inc. v. Am. Honda Motor Co.*, 627 F. Supp. 3d 867, 879 (N.D. Ohio 2022) (“[A] writing satisfies the statute of frauds if it contains some sort of quantity term.”).

Here, even assuming that the flyers Constant Content created could be considered specially manufactured goods under Ohio law, the undisputed facts plainly show that the supposed agreement between the parties was not “valid in other respects.” Critically, Longstreth’s admissions make clear that there was no agreement as to quantity. Longstreth Dep. at 50:16-21 (Q. . . . Was there any discussion about the . . . quantity of flyers or mailers that would be sent out in 2020? . . . A. . . . I don’t recall.”). The absence of this basic and essential term precludes application of the “specially manufactured goods” exception and is fatal to Plaintiff’s breach of contract claim.

In sum, any purported transaction between ORP and Constant Content be subject to the Ohio Statute of Frauds. As such, the alleged oral contract is unenforceable, and Constant Content cannot recover any sums greater than \$500 as a matter of law.

C. In Addition to the Absence of a Written Contract, the Evidence Affirmatively Demonstrates That No Valid Oral Contract Existed Either

Because the statute of frauds applies to Plaintiff’s claim, an oral contract does not suffice as a matter of law, and the Court need not consider whether Constant Content could establish that

an oral contract existed. However, it bears mentioning that even without this bar, Constant Content’s oral contract claim would fail. Constant Content’s concessions reveal that it never even discussed—much less reached a meeting of the minds—with ORP on essential terms of an agreement. As a result, there can be no oral contract.

“In order for a party to be bound to a contract, the party must consent to its terms, the contract must be certain and definite, and there must be a meeting of the minds of both parties.” *Clark v. Clark*, 2025-Ohio-159, ¶¶ 51-56 (5th Dist.). Accordingly, “[v]agueness of expression, indefiniteness, and uncertainty as to any of the essential terms of an agreement have often been held to prevent the creation of an enforceable contract.” *Rulli v. Fan Co.*, 1997-Ohio-380, 79 Ohio St. 3d 374, 683 N.E.2d 337, 339. As the Ohio Supreme Court aptly explained, a court cannot enforce a purported agreement if it does not know what the agreement actually says:

A court cannot enforce a contract unless it can determine what it is. It is not enough that the parties think that they have made a contract. They must have expressed their intentions in a manner that is capable of being understood. It is not even enough that they had actually agreed, if their expressions, when interpreted in the light of accompanying factors and circumstances, are not such that the court can determine what the terms of that agreement are.

Id. at 376 (quoting 1 Corbin on Contracts (Rev. Ed.1993) 525, Section 4.1).

Here, the record makes clear that the parties never agreed to *any* essential contract terms like how the fliers would be charged, the price per flier, the quantity of fliers, or the duration of the agreement.

Longstreth admits he doesn’t recall ever having a specific conversation with ORP regarding how it would charge ORP for the flyers. Longstreth Dep. at 48. He says that the topic of what the cost would be for the goods it provided never “really came up”:

Q. And did you discuss what the cost would be for the goods that Constant Content was providing to these candidates?

A. I don't know that it ever really came up.

Longstreth Dep. at 49:12-16. And he concedes he does not recall having a discussion about the quantity of fliers Longstreth Dep. 49:15-50:18.

Even if the existence of an oral agreement were a permissible consideration, no oral agreement between the parties existed based on these uncontroverted facts.

II. Constant Content Fails to Establish a Trial Claim for Promissory Estoppel

Constant Content cannot circumvent glaring contractual deficiencies by repackaging its claim as a claim for promissory estoppel. The rationale behind this makes sense: “If promissory estoppel is used as a bar to the writing requirements imposed by the statute of frauds, based on a party's oral promise to execute the agreement, the predictability that the statute of frauds brings to contract formation would be eroded.” *Olympic Holding Co. v. ACE Ltd.*, 2009-Ohio-2057, ¶ 35.

For that reason, the promissory-estoppel doctrine can only serve as an exception to the statute of frauds where there is a “promise that the promisor should reasonably expect to induce action or forbearance on the part of the promisee and that does induce the action or forbearance.” *Spectrum Benefit Options, Inc. v. Med. Mut. of Ohio*, 2007-Ohio-5562, ¶ 40 (4th Dist.). This defense is only recognized “in narrow circumstances” where there is “either a misrepresentation that the statute of fraud's requirements have been complied with or a promise to make a memorandum of the agreement.” *Id.* (quoting *Beaverpark Assoc. v. Larry Stein Realty Co.* (Aug. 30, 1995), Montgomery App. No. 14950, 1995 WL 516469); *see also Olympic Holding Co.*, 2009-Ohio-2057, ¶ 35 (holding that promissory estoppel is an equitable remedy available to recover reliance damages only if a party “establishes that a promise to execute an agreement is misleading or fraudulent”); *Huntington v. R.R. Wellington*, 2012-Ohio-5935, ¶ 33 (11th Dist.) (holding that plaintiff’s promissory estoppel claim “cannot supersede the operation of the statute of frauds”

where plaintiff did not allege “a misrepresentation that the statute of fraud's requirements have been complied with or a promise to make a memorandum of the agreement”).

Constant Content does not even allege, much less present, any evidence that there was a misrepresentation regarding whether the statute of frauds requirements have been complied with, or that there was a promise to make a memorandum of the agreement here. Consequently, Constant Content cannot circumvent the statute of frauds through its promissory estoppel claim. ORP is therefore entitled to summary judgment on this claim, too.

III. Constant Content Fails to Establish a Trial Claim for Unjust Enrichment

Constant Content’s claim for unjust enrichment fares no better. “The doctrine of unjust enrichment ‘applies [when] a benefit is conferred and it would be inequitable to permit the benefitting party to retain the benefit without compensating the conferring party.’” *Wuerth v. Nationwide Energy Partners, L.L.C.*, 2023-Ohio-3436, ¶ 24 (10th Dist.) (quoting *Garb-Ko, Inc. v. Benderson*, 2013-Ohio-1249, ¶ 25 (10th Dist.)). “To prove an unjust enrichment claim, a plaintiff must demonstrate: (1) the plaintiff conferred a benefit upon the defendant, (2) the defendant knew of the benefit, and (3) it would be unjust to allow the defendant to retain the benefit without repayment to the plaintiff.” *Id.*

Importantly, “[i]t is not sufficient for the plaintiffs to show that [they have] conferred a benefit upon the defendants. [Plaintiffs] must go further and show that under the circumstances [they have] a superior equity so that as against [them] it would be unconscionable for the defendants to retain the benefit.” *Wuerth.*, 2023-Ohio-3436, ¶ 25 (quoting *Cullen v. State Farm Mut. Auto. Ins. Co.*, 2013-Ohio-4733, ¶ 30, 137 Ohio St. 3d 373, 382); *see also U.S. Health Pracs., Inc. v. Byron Blake, M.D., Inc.*, No. 00AP-1002, 2001 WL 277291, at *2 (10th Dist.) (“[J]ust because one party has been enriched through a transaction does not alone support a claim for unjust

enrichment[.]”); *Cleveland Cent. Cath. High Sch. v. Mills*, 2018-Ohio-4873, ¶ 50 (8th Dist.) (“A showing of ‘[e]nrichment alone’ is insufficient for a plaintiff to prevail on a claim for unjust enrichment.”).

Here, there is no benefit that would be unconscionable for ORP to retain. To be sure, as ORP freely admits, it is a benefit to the party when their endorsed candidates get elected. But that does not in any way equate to an obligation on the part of ORP to pay a defunct organization accused of being a part of a criminal enterprise for some unknown quantity of fliers that the organization claims to have sent in support of those candidates. For one thing, the benefit of having endorsed candidates elected applies to many others, including the candidates themselves and voters who supported those candidates. The HRCC, which selected Constant Content to serve as the vendor, likewise benefited from the election of those individuals. There is no equitable reason to require ORP alone to pay for that benefit.

And the problems with Constant Content’s theory do not end there. Constant Content has not alleged and cannot show that the endorsed candidates featured in the flyers Constant Content sent actually caused those candidates to be elected. In other words, there is no evidence that Constant Content actually conferred this benefit on ORP, any more than volunteers going door to door speaking on behalf of candidates or voters who display yard signs confer a benefit on ORP. *U.S. Health Pracs., Inc.* 2001 WL 277291, at *2 (“[T]he concept of unjust enrichment includes not only loss by a plaintiff and benefit by a defendant, but that there must also be a tie of causation between them.”)

On these facts, Constant Content fails as a matter of law to set forth a triable claim for unjust enrichment against ORP. This Court should grant summary judgment in ORP’s favor.

CONCLUSION

For the foregoing reasons, ORP asks this Court to grant summary judgment in its favor on all claims set forth in Constant Content's Complaint.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was filed with the Clerk of Courts using the electronic filing system, which will send notification of such filing to the following attorney of record and also by electronic mail on August 11, 2025:

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