

Transamerica, in turn, then moved to sever these claims pursuant to Ohio Civ.R.

14.

The referee who was assigned to hear the trial of this matter pursuant to Revised Code §2743.03(C)(3) determined that he had no discretion under Civ.R. 14 other than to sever the parties that he had just recently added to the case.

OSFC objects to the referee's report and recommendation in this case for the following reasons:

- 1) Pursuant to Revised Code §2743.03(C)(3), the referee in this case is only authorized to hear the trial of this matter and make a report and recommendation;
- 2) The referee erred as a matter of fact and law in interpreting Ohio Civ.R. 14;
- 3) The referee's decision in this case will result in two trials instead of one and;
- 4) The referee's decision in this case will substantially affect the rights of the newly added parties in that they will not be able to defend themselves against Plaintiff's accusations.

II. STANDARD OF REVIEW

In reviewing a party's objections, the "court must conduct an independent analysis of the underlying issues, undertaking the equivalent of a de novo determination and independently assessing the facts and conclusions contained in the magistrate's decision." *Shihab & Assoc. Co. v. Ohio Dept. of Transp.*, 168 Ohio App.3d 405, 2006-Ohio-4456, ¶ 13 (10th Dist.); *City of Dayton v. Whiting*, 110 Ohio App.3d 115, 118 (2nd Dist. 1996).

III. THE REFEREE APPOINTED PURSUANT TO R.C. 2743.03(C)(3) LACKED THE AUTHORITY TO MAKE A REPORT AND RECOMMENDATION WITH REGARD TO SEVERANCE OF NEWLY ADDED PARTIES TO THIS CASE.

Transamerica moved, pursuant to R.C. 2743.03(C)(3) for the appointment of a referee in this case. The statute states in pertinent part:

The referee or panel of referees shall submit its report, which shall include a recommendation and finding of fact, to the judge assigned to the case by the chief justice, within thirty days of the conclusion of the hearings.

When the Chief Justice appointed Attorney Sam Wampler as the referee in this case, she did not correspondingly appoint him as a magistrate with all powers pursuant to Ohio Civ.R. 53. Accordingly, the plain reading of the statute says that the referee is to write a report and recommendation following the hearing (trial) of the matter. That is the sole authority of the referee.

Thus, since the referee was not authorized to decide this important procedural pre-trial matter, this Court should disregard the Magistrate's decision, especially after the Referee gave Transamerica a second bight at the apple by reversing his original denial of severance following Transamerica filing a renewed motion to separate.

IV. OHIO CIV.R. 14 DOES NOT MANDATE SEVERANCE IN THIS CASE.

Defendant OSFC hereby incorporates its response to Transamerica's objections to the Referee's decision denying severance (Exh. "A") and OSFC's Memorandum in Opposition to Transamerica's renewed motion for severance (Exh. "B") as if fully rewritten herein.

Ohio Civ.R. 14 states in pertinent part:

Any party may move to strike the third-party claim, or for its severance or separate trial. If the third-party defendant is an employee, agent, or servant of the third-party plaintiff, the court shall order a separate trial upon the motion of any plaintiff.

The newly added parties, as well as the fourth parties which they have sued are not agents within the meaning of Ohio Civ.R. 14.¹

Ohio Civ.R. 14 puts agency in the context of employee and servant. Clearly SHP and Lend Lease were not employees or servants of OSFC. They were an independent architect and construction manager; independent to the point that OSFC was able to successfully sue them.

To the extent that it will be argued that SHP and Lend Lease served some sort of agency function during the course of the project, and if Transamerica's allegations are to be believed, they lost that agency status when they developed bad plans and engaged in poor scheduling.

The staff note explains the purpose of this portion of Ohio Civ.R. 14:

Rule 14(A) and §2309.71(A), R.C., provide that "If the third-party defendant is an employee, agent, or servant of the third-party plaintiff, the court shall order a separate trial upon the motion of any plaintiff." The purpose of the language is to prevent a target defendant from impleading its impecunious agent if such impleader would, in the opinion of a plaintiff, work to the prejudice of the plaintiff.

There is no claim that either SHP or Lend Lease are impecunious; lack sufficient money to pay any potential judgment in this case.

¹ OSFC added the architect, SHP and the construction manager, Lend Lease, which then turned around and sued their respective consultants, Berardi Partners and G. Stevens.

Accordingly, the proper legal interpretation of Ohio Civ.R. 14 as applied to the facts of this case results in the overruling of Transamerica's Motion for Severance.

V. SEVERANCE OF THE NEWLY ADDED PARTIES SUBSTANTIALLY AFFECTS THEIR RIGHTS.

Plaintiff has blamed the project architect, SHP, for bad plans and the project's construction manager for bad scheduling. On that basis, they were added as new parties. These new parties then turned around and sued their respective consultants, Berardi Partners who further developed the plans and G. Stevens who further developed the scheduling. By severing these parties out of the case, their substantial rights have been affected as they will not be able to defend themselves against Transamerica's allegations.

VI. THE GRANTING OF SEVERANCE IN THIS CASE WILL RESULT IN TWO TRIALS WHEN ONE WILL RESOLVE ALL OF THE ISSUES.

The adding of the new parties in this case, both third and fourth parties, has brought into the case all of the parties which the Plaintiff alleges are responsible for their additional costs. Severance will result in two trials which makes no sense since the case was plead to bring in all allegedly responsible parties to resolve this matter in one trial.

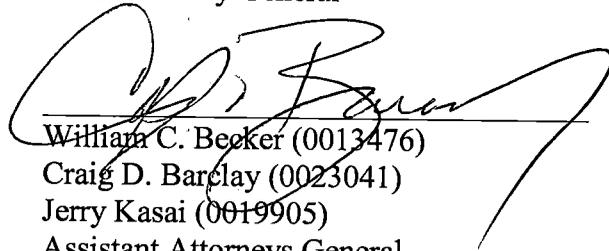
VII. CONCLUSION.

The referee's decision in this case makes no sense. Having granted OSFC the right to add the new parties which the Plaintiff alleges are responsible for its additional costs, it makes no sense then to subtract those parties through severance. Such a result affects the substantial right of the newly added parties to defend themselves against Plaintiff's allegations as well as resulting in two trials when one will resolve all outstanding issues.

This Court can factually and legally interpret Civ.R. 14 (as it should have done in the first instance without the referee's involvement) in a way that this case can go forward with just one trial instead of two.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing OSFC's Objections to Referee Granting Transamerica's Motion to Sever was sent by regular U.S. mail, postage prepaid, this 11 day of April, 2015 to:

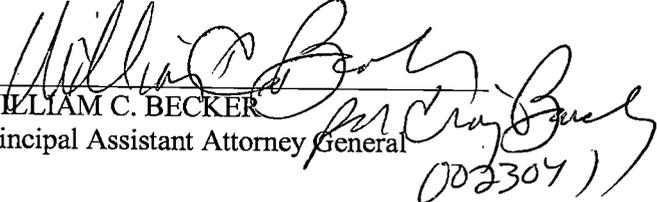
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TRANSAMERICA BUILDING)
COMPANY, INC.,)
)
Plaintiff,)
)
v.)
)
OHIO SCHOOL FACILITIES)
COMMISSION,)
)
Defendant.)

Case No. 2013-00349
Judge McGrath
Referee Wampler

RESPONSE OF DEFENDANT/COUNTERCLAIM PLAINTIFF OHIO SCHOOL FACILITIES COMMISSION TO THE OBJECTIONS OF PLAINTIFF TRANSAMERICA BUILDING COMPANY, INC. TO THE REFEREE'S DECISION TO DENY THE MOTION TO SEPARATE DEFENDANT'S THIRD-PARTY CLAIMS INTO A SEPARATE TRIAL

I. INTRODUCTION

Now comes the Defendant/Counterclaim Plaintiff, the Ohio School Facilities Commission ("Defendant" or "OSFC"), by and through counsel, and presents this Response to the Objections of Plaintiff Transamerica Building Company, Inc. ("TA" or "Plaintiff") to the Referee's Decision ("Decision") on TA's Motion to Separate the Third-Party Claims into a Separate Trial ("Motion"). Defendant OSFC hereby offers its Memorandum in Response to Plaintiff's Objections.

This case involves the construction of twelve new Dormitories for the Ohio School for the Deaf and Ohio State School for the Blind ("Project"). Plaintiff TA was the general trades prime contractor on the Project. Plaintiff filed suit claiming damages for what essentially inaccurate plans, poor scheduling and other delays. Plaintiff alleged these damages resulted from the actions of the construction manager hired by Defendant, Lend Lease ("CM" or "Lend Lease"), and the architect, SHP Leading Design

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EXHIBIT "A"

("Architect" of "SHP). Defendant OSFC joined Lend Lease and SHP as third-party defendants, for the purpose of indemnification and contribution for the claims made by Plaintiff. No new claims were added through the third-party complaint.

Plaintiff then requested that the third-party claim for indemnification be severed and tried separately, essentially asking this Court to hold two separate trials. Those separate trials would have the same issues exact issues, the same exact witnesses, probably have the same counsel present-whether at counsel table, or in the gallery-with both trials lasting two to three weeks. Whether the second trial would have the same outcome as the first one is unknown, as well as an endless list of the logistical details which would be duplicative between two such trials.

The Referee denied the Motion for separate trials on those same issues to be tried, from which Plaintiff now objects. Defendant hereby offers its Memorandum in Opposition to Plaintiff's objections.

II. ARGUMENT

A. Denial of Separate Trials is Within the Discretion of the Court

It is well settled that "under Civ. R. 14(A), a trial judge has discretion to determine whether a third-party complaint should be tried with the primary claim, severed from it, or be tried separately." *State ex rel. Jacobs v. Municipal Court of Franklin Co.*, 30 Ohio St.2d 239, 241 (1972). This does not mean that such a determination is in the uncontrolled discretion of the trial judge; rather, such discretion is to be exercised only after it is determined that the allowance or denial of the third-party claim is consistent or inconsistent with the purposes of Civ.R. 14(A). *Id.* When any party objects to a third-party complaint, a trial court must determine whether the

third-party complaint should be tried with the claims in the complaint, severed, or tried separately. *Id.* at 241. To determine whether a third-party complaint should be tried with the claims in the complaint, a trial court should first consider whether the claims in the third-party complaint arise out of the transaction or occurrence that is the subject matter of the complaint or is in some way derivative of it. *Franklin Cty. Dist. Bd. of Health v. Paxson*, 152 Ohio App.3d 193, 2003-Ohio 1331, ¶¶ 13-18 (10th Dist. 2003). Second, a trial court should consider whether the third-party complaint is consistent with the purposes of Civ.R. 14. The Ohio Supreme Court in *Jacobs* held that the purposes of Civ. R. 14 are to:

1. promote judicial efficiency by avoiding a circuitry of actions;
 2. consolidate separate actions that should be tried together;
 3. avoid a duplication of testimony and evidence; and
 4. avoid inconsistent verdicts on identical or similar evidence or testimony.
- Jacobs*, 30 Ohio St.2d at 241.

Finally, a trial court should consider whether a third-party complaint states claims upon which relief can be granted. *State Farm Mut. Auto Ins. Co. v. Charlton*, 41 Ohio App.2d 107, 109-10, 322 N.E. 2d 333 (10th Dist. 1974).

First, this Court should conclude that the claims in the Third-Party Complaint arise from the same transaction or occurrence that is the subject matter of the Complaint or are in some way derivative of the claims in the Complaint. *Jacobs*, 30 Ohio St.2d at 242; *Paxson*, at ¶ 18. The actions complained of by Plaintiff directly arise from the actions of SHP and Lend Lease. Thus, the claims in the Third-Party Complaint arise from the same Agreement and/or are derivative of the primary claim in the Complaint based on the Agreement. The tort claims in the Complaint and the Third-Party Complaint are also directly linked to actions which Plaintiff claims were undertaken by SHP and Lend

Lease. To not have those parties in the case would be detrimental to the entirety of the case since essentially Plaintiff is asking for this Court to rule on its allegations without those that committed the alleged acts are unable to defend themselves.

Second, here there can be no doubt that holding separate trials would not serve any intent of Civ. R 14 as set forth in *Jacobs*. Accepting Plaintiff's arguments would require this Court to hold two trials when one would suffice. With two separate trials on the same causes of action, there would undoubtedly be duplication of testimony and evidence, with the possibility there would be an inconsistent verdict on the same evidence. There is no valid reason, as set forth in *Jacobs*, which would favor having separate trials.

Trying the third-party claim with Plaintiff's claims would be more economical and efficient than having separate trials. Rather than having two trials with the same witnesses and all the same issues, one trial would be much more efficient for this Court. Additionally, trying the claims together, the Court would not have to struggle with any issue preclusion/collateral estoppel type of situation, as SHP and Lend Lease would be present to defend their interests.

Additionally, there would only need to be one judgment entry, one Referee, one set of objections to the final judgment entry, one appeal and one transcript. Doing this case on a piecemeal basis would not serve to promote judicial efficiency or justice.

For these reasons there is no good reason why a separate trial would be beneficial and therefore, Plaintiff's objections to the Referee's Decision should be rejected.

B. SHP is not an Agent

Plaintiff spends the entirety of its Objections citing to contractual language in the

contracts of SHP and Lend Lease which it asserts demonstrates that these entities were agents acting on behalf of Defendant thereby requiring a separate trial. This argument fails in that the Supreme Court has made it clear through *Jacobs, supra*, that the trial court possesses the discretion as to whether to sever trials, or try the third-party claims together. Under the criteria set forth in *Jacobs*, this Court possesses the discretion to try claims together or to sever claims into separate trials. This Court, in exercising its discretion, has chosen to try the claims together.

Under Ohio law, an agent principal relationship exists only when one party exercises the right of control over the actions of another... *the basic test is whether the principal has the right of control over the manner and means of the work being done.* *Washington Mutual Bank v. Chiapetta*, 584 F. Supp. 2d 961, 970 (N.D. Ohio 2008), emphasis added. Plaintiff even points out various contract provisions in both the contracts of SHP which it alleges indicates that SHP was an agent of OSFC. Yet, none of those provisions details the manner and means upon which SHP was to accomplish those goals. How SHP accomplished those contractual requirements was within its discretion. Plaintiff's characterization of "control" amounts to approving the work product of SHP as satisfactory or not, not to control the manner and means.

As simply put above, SHP was not an agent of Defendant OSFC and under Plaintiff's logic, the third-party claim against SHP would not be required to be tried separately. Based on this alone and assuming *arguendo*, that *Lend Lease* were an agent of Defendant OSFC, it would make no sense, or be efficient use of this Court, to only try the Lend Lease third-party claim separately, while keeping SHP in this case.

III. CONCLUSION

For the above stated reasons, the trials for the third-party claims against SHP and Lend Lease are more appropriately tried together with the claims of Plaintiff Transamerica and should not be tried separately. The facts are identical, the witnesses would be identical, the arguments and cause of action would be identical. In fact, Transamerica, in its Complaint, specifically references the actions of SHP and Lend Lease as the basis for its Complaint. To require separate trials would waste this Court's time and resources on duplicative trials, duplicative appeals and unnecessary time of this Court.

Respectfully submitted,

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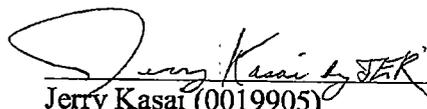
I hereby certify that a copy of the foregoing Objections to Referee's Report was sent by email and regular U.S. mail, postage prepaid, this 25th day of February 2015 to:

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OF OHIO

IN THE COURT OF CLAIMS OF OHIO

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TRANSAMERICA BUILDING)
 COMPANY, INC.,)
)
 Plaintiff,)
)
 v.)
)
 OHIO SCHOOL FACILITIES)
 COMMISSION,)
)
 Defendant.)

Case No. 2013-00349

Judge McGrath

Referee Wampler

**MEMORANDUM IN OPPOSITION OF DEFENDANT/COUNTERCLAIM
 PLAINTIFF/THIRD-PARTY PLAINTIFF OHIO SCHOOL FACILITIES
 COMMISSION TO THE RENEWED MOTION OF PLAINTIFF
 TRANSAMERICA BUILDING COMPANY, INC. TO SEPARATE TRIALS OF
 DEFENDANT FROM THIRD PARTY DEFENDANT**

I. INTRODUCTION

Now comes the Defendant/Counterclaim Plaintiff/Third-Party Plaintiff, the Ohio School Facilities Commission ("Defendant" or "OSFC"), by and through counsel, and presents this Memorandum in Opposition to the Motion of Plaintiff Transamerica Building Company, Inc. ("TA" or "Plaintiff") to separate trials of the third-party claims from the trial of TA's claims against Defendant OSFC.

This case involves the construction of twelve new Dormitories for the Ohio School for the Deaf and Ohio State School for the Blind ("Project"). Plaintiff TA was the general trades prime contractor on the Project. Plaintiff filed suit claiming damages for alleged design deficiencies, poor scheduling, coordination and other delays. Nearly all of the actions complained of by Plaintiff were of either the construction manager on the Project, Lend Lease ("CM" or "Lend Lease"), or the architect, SHP Leading Design ("Architect" or "SHP"). Defendant OSFC has joined Lend Lease and SHP as third-party

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EXHIBIT "B"

defendants, for the sole purpose of indemnification and contribution for the claims made by Plaintiff. No new claims were added through the third-party complaints.

Plaintiff then requested that the third-party claim for indemnification be severed and tried separately, essentially asking this Court to hold two separate trials. Those separate trials would have the same issues exact issues, the same exact witnesses, probably have the same counsel present-whether at counsel table, or in the gallery-with both trials lasting two to three weeks.¹ It is unknown whether: the second trial would have the same outcome as the first trial; whether the same Referee would preside, or a judge would preside over the second trial; when the second trial would take place, or even could take place; how three weeks of witnesses could be duplicated for the second trial; as well as an endless list of the logistical details which would be duplicative between two such trials.

The Referee denied the Motion for separate trials on those same issues to be tried, from which Plaintiff has filed objections with the Court. The decision on Plaintiff's Objections is pending. Defendant hereby offers its Memorandum in Opposition to Plaintiff's "Renewed" Motion.

II. ARGUMENT

A. A Motion For Reconsideration, By Any Other Name, Is Not Permissible Under This Court's Rules

Plaintiff filed its Renewed Motion six days after filing its Objections to the Referee's Decision. It is not appropriate to file a "Renewed" Motion when the Referee had already ruled upon the original Motion. In actuality, a "Renewed" Motion is Plaintiff's attempt to re-label what is a "Motion for Reconsideration," which this Court

¹ The trial is currently scheduled for 14 days of trial.

has pointed out in numerous cases is not permissible under its rules.

Since, Plaintiff has objected to the Referee's Decision on the Motion for Separate trials and filed its objections, that decision, with respect to the Referee is now final. Because the Rules of Civil Procedure do not prescribe motions for reconsideration after a final judgment in the trial court, Plaintiff's "Renewed" Motion would be considered a nullity, and any judgment or order from the motion for reconsideration also would be a nullity. C.f., *Duncan v. Capitol South Community Urban Redevelopment Corp.* (Ohio App. 10 Dist., Franklin, 03-18-2003) No. 02AP-653, 2003-Ohio-1273, 2003 WL 1227586, appeal not allowed 99 Ohio St.3d 1468, 791 N.E.2d 983, 2003-Ohio-3669.

Additionally, in that Plaintiff has filed objections to the Referee's Decision, it would be appropriate to wait for the Court to rule on the Objections to the Referee's Decision, before ruling on the Renewed Motion, as the Court may give its input on holding multiple three week trials, instead of one trial, and the other issues raised under Plaintiff's Renewed Motion.

B. Denial of Separate Trials is Within the Discretion of the Court

It is well settled that "under Civ. R. 14(A), a trial judge has discretion to determine whether a third-party complaint should be tried with the primary claim, severed from it, or be tried separately." *State ex rel. Jacobs v. Municipal Court of Franklin Co.*, 30 Ohio St.2d 239, 241 (1972). This does not mean that such a determination is in the uncontrolled discretion of the trial judge; rather, such discretion is to be exercised only after it is determined that the allowance or denial of the third-party claim is consistent or inconsistent with the purposes of Civ.R. 14(A). *Id.* When any party objects to a third-party complaint, a trial court must determine whether the

third-party complaint should be tried with the claims in the complaint, severed, or tried separately. *Id.* at 241. To determine whether a third-party complaint should be tried with the claims in the complaint, a trial court should first consider whether the claims in the third-party complaint arise out of the transaction or occurrence that is the subject matter of the complaint or is in some way derivative of it. *Franklin Cty. Dist. Bd. of Health v. Paxson*, 152 Ohio App.3d 193, 2003-Ohio 1331, ¶¶ 13-18 (10th Dist. 2003). Second, a trial court should consider whether the third-party complaint is consistent with the purposes of Civ.R. 14. The Ohio Supreme Court in *Jacobs* held that the purposes of Civ. R. 14 are to:

1. promote judicial efficiency by avoiding a circuitry of actions;
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- Jacobs*, 30 Ohio St.2d at 241.

Finally, a trial court should consider whether a third-party complaint states claims upon which relief can be granted. *State Farm Mut. Auto Ins. Co. v. Charlton*, 41 Ohio App.2d 107, 109-10, 322 N.E. 2d 333 (10th Dist. 1974).

First, the claims in the Third-Party Complaint do arise from the same transaction or occurrence that is the subject matter of the Complaint or are in some way derivative of the claims in the Complaint. *Jacobs*, 30 Ohio St.2d at 242; *Paxson*, at ¶ 18. The actions complained of by Plaintiff directly arise from the actions of SHP and Lend Lease. Thus, the claims in the Third-Party Complaint arise from the same Agreement and/or are derivative of the primary claim in the Complaint based on the Agreement. The tort claims in the Complaint and the Third-Party Complaint are also directly linked to actions which Plaintiff claims were undertaken by SHP and Lend Lease. To not have those

parties in the case would be detrimental to the entirety of the case since essentially Plaintiff is asking for this Court to rule on its allegations without those that committed the alleged acts unable to defend themselves.

Second, here there can be no doubt that holding separate trials would not serve any intent of Civ. R. 14 as set forth in *Jacobs*. Accepting Plaintiff's arguments would require this Court to hold two trials when one would suffice. With two separate trials on the same causes of action, there would undoubtedly be duplication of testimony and evidence, with the possibility there would be an inconsistent verdict on the same evidence. There is no valid reason, as set forth in *Jacobs*, which would favor having separate trials.

Trying the third-party claim with Plaintiff's claims would be more economical and efficient than having separate trials. Rather than having two trials with the same witnesses and all the same issues, one trial would be much more efficient for this Court. Additionally, trying the claims together, the Court would not have to struggle with any issue preclusion/collateral estoppel type of situation, as SHP and Lend Lease would be present to defend their interests.

Additionally, there would only need to be one judgment entry, one Referee, one set of objections to the final judgment entry, one appeal and one transcript. Doing this case on a piecemeal basis would not serve to promote judicial efficiency or justice.

Plaintiff may claim that the language under Civ. R. 14(A) is mandatory and this Court is required to hold separate trials. However, the current language of Civ. R. 14(A) has been in place since 1970. *Jacobs* was decided by the Supreme Court in 1972, and represents the Supreme Court's interpretation of its own rules. Therefore, the holding in

Jacobs is determinative of the issues being raised by Plaintiff. In other words, the factors as listed in *Jacobs* are determinative in consideration of separation of trials.

For these reasons there is no good reason why a separate trial would be beneficial and therefore, Plaintiff's objections to the Referee's Decision should be rejected.

C. SHP is not an Agent

Plaintiff spends the entirety of its Objections citing to contractual language in the contracts of SHP and Lend Lease which it asserts demonstrates that these entities were agents acting on behalf of Defendant thereby requiring a separate trial. This argument fails in that the Supreme Court has made it clear through *Jacobs, supra*, that the trial court possesses the discretion as to whether to sever trials, or try the third-party claims together. Under the criteria set forth in *Jacobs*, this Court possesses the discretion to try claims together or to sever claims into separate trials. This Court, in exercising its discretion, has chosen to try the claims together.

Under Ohio law, an agent principal relationship exists only when one party exercises the right of control over the actions of another... *the basic test is whether the principal has the right of control over the manner and means of the work being done.* *Washington Mutual Bank v. Chiapetta*, 584 F. Supp. 2d 961, 970 (N.D. Ohio 2008), emphasis added. Plaintiff even points out various contract provisions in both the contracts of SHP which it alleges indicates that SHP was an agent of OSFC. Yet, none of those provisions details the manner and means upon which SHP was to accomplish those goals. How SHP accomplished those contractual requirements was within its discretion. Plaintiff's characterization of "control" amounts to approving the work product of SHP as satisfactory or not, not to control the manner and means.

As simply put above, SHP was not an agent of Defendant OSFC and under Plaintiff's logic, the third-party claim against SHP would not be required to be tried separately. Based on this alone and assuming *arguendo*, that Lend Lease were an agent of Defendant OSFC, it would make no sense, or be efficient use of this Court, to only try the Lend Lease third-party claim separately, while keeping SHP in this case.

III. CONCLUSION

For the above stated reasons, the trials for the third-party claims against SHP and Lend Lease are more appropriately tried together with the claims of Plaintiff Transamerica and should not be tried separately. The facts are identical, the witnesses would be identical, the arguments and cause of action would be identical. In fact, Transamerica, in its Complaint, specifically references the actions of SHP and Lend Lease as the basis for its Complaint. To require separate trials would waste this Court's time and resources on duplicative trials, duplicative appeals and unnecessary time of this Court. Additionally, this Court's rules, and the Civil Rules do not provide for a Motion for Reconsideration, at all, let alone after Objections to the Referee's Decision had already been filed.

Respectfully submitted,

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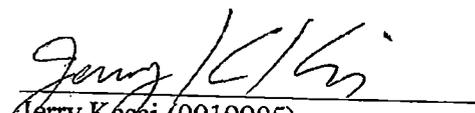
I hereby certify that a copy of the foregoing Memo in Oppwas sent by email and regular U.S. mail, postage prepaid, and email this 3d day of March 2015 to:

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