

FILED  
LORAIN COUNTY  
2017 NOV -7 P 12:43  
COURT OF COMMON PLEAS  
TOM ORLANDO

IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

17 CV 193761

**GIBSON BROS., INC.**  
23 West College Street  
Oberlin, OH 44074

and

**DAVID R. GIBSON**  
20 Hawthorne Drive  
Oberlin, OH 44074

and

**ALLYN W. GIBSON**  
189 West College St., Apt. E  
Oberlin, OH 44074

Plaintiffs,

vs.

**OBERLIN COLLEGE aka OBERLIN  
COLLEGE AND CONSERVATORY,**  
c/o Carmen Twillie Ambar, president  
173 W Lorain St.  
Oberlin, OH 44074

And

**MEREDITH RAIMONDO**  
256 Shipherd Cir.  
Oberlin, OH 44074

Defendants.

CASE NO. \_\_\_\_\_

JUDGE **JUDGE JOHN R. MIRALDI**

TYPE: LIBEL/ SLANDER/  
TORTIOUS INTERFERENCE WITH  
BUSINESS RELATIONSHIPS/  
TORTIOUS INTERFERENCE WITH  
CONTRACT/ DECEPTIVE TRADE  
PRACTICES/ INTENTIONAL  
INFLECTION OF EMOTIONAL  
DISTRESS/ NEGLIGENT HIRING/  
RETENTION/ SUPERVISION/  
TRESPASS

**JURY DEMAND ENDORSED  
HEREON**

## **COMPLAINT**

Plaintiffs, Gibson Bros., Inc. (herein “Gibson’s Bakery”), David R. Gibson, and Allyn W. Gibson (hereinafter collectively “Plaintiffs”), by and through counsel, for their Complaint against the Defendants, Oberlin College aka Oberlin College and Conservatory (hereinafter “Oberlin College”) and Meredith Raimondo (“Raimondo”) state the following:

### **PARTIES AND INTRODUCTION**

1. Plaintiff, Gibson’s Bakery, is, and at all times relevant to this action was, a corporation in good standing organized under the laws of the State of Ohio and operating at 23 West College St., Oberlin, Ohio.

2. Plaintiff David R. Gibson is an Ohio resident and is an owner and employee of Gibson’s Bakery.

3. Plaintiff Allyn W. Gibson is an Ohio resident and is an owner and employee of Gibson’s Bakery.

4. Upon information and belief, Oberlin College is a corporation incorporated by special legislative act and located at 173 W Lorain St, Oberlin, OH 44074, and is also known as and/or referred to as Oberlin College and Conservatory.

5. Upon information and belief, Raimondo is an Ohio resident and is the Vice President and Dean of Students of Oberlin College and has been in that position since approximately April 2016.

6. Gibson’s Bakery has been a local, family-owned and operated business for well over a century.

7. In 1885, David Gibson’s great-grandfather started the business with a pushcart, and the business has been at its present location in Oberlin since 1905.

8. Throughout its existence, Gibson's Bakery has worked to maintain its reputation as a community-minded family business providing quality product and service to the Oberlin community, including Oberlin College students, faculty, staff, and visitors.

### **OBERLIN COLLEGE CAMPUS TURMOIL**

9. In recent years, Oberlin College has found itself at the center of controversies that threatened the reputation and financial welfare of the college.

10. As part of its business plan and public relations campaign to benefit its image and attract students, Oberlin College markets itself as having a legacy of being a strong advocate for and a strong supporter of African-American students and racial minorities.

11. In approximately December 2015, Oberlin College came under pressure for its treatment of African-American students.

12. In approximately December 2015, students sent a 14-page list of demands to Oberlin College's Board of Trustees, Oberlin College's President Marvin Krislov, and Oberlin College's senior leadership.

13. As part of that 14-page list of demands, the students asserted that:

Oberlin College and Conservatory is an unethical institution...In the 1830s, this school claimed a legacy of supporting its Black students. However, that legacy has amounted to nothing more than a public relations campaign initiated to benefit the image of the institution and not the African people it was set out for.

14. One of the students' demands was that Oberlin College offer "guaranteed tenure" to Joy Karega, an African-American professor who had written articles claiming that Israeli and U.S. Intelligence agencies fund ISIS and that Israel planned the September 11, 2001 attacks in the U.S. At the time, Joy Karega was an Assistant Professor of Rhetoric & Composition at Oberlin College.

15. The students warned Oberlin College that failure to comply with the students' demands would "result in a full and forceful response from the community you fail to support."

16. The students' list of demands and condemnation of Oberlin College and administration as a disingenuous and exploitative organization received extensive media attention, both locally and nationally.

17. In approximately April 2016, Oberlin College appointed Raimondo, with limited experience, to serve as interim Vice President and Dean of Students in an effort to better market itself as a strong advocate for and a strong supporter of African-American students and racial minorities. Raimondo had previously been special assistant to the President for Diversity, Equity, and Inclusion.

18. In September 2016, as the students continued to criticize Oberlin College and its administration and as the controversies and tensions plaguing Oberlin College continued to subsist and garner negative media attention, President Marvin Krislov announced that he would resign as President of Oberlin College at the end of the 2017 academic year.

19. Oberlin College conducted hearings concerning the continued employment of Professor Karega and, by early November 2016, Oberlin College made its determination that it would be terminating Karega's employment, notwithstanding demands from its student organizations.

20. Defendants were aware that termination of Professor Karega would prove unpopular with students on campus, including those who supported the African-American students' list of demands that called for Karega's "guaranteed tenure."

### **ATTEMPTED ROBBERY AT GIBSON'S BAKERY**

21. On November 9, 2016, David Gibson and his son, Allyn D., were working at Gibson's Bakery.

22. At approximately 4:45 p.m. on November 9, 2016, individuals later identified as Jonathan Aladin, Cecelia Whettston, and Endia J. Lawrence, entered Gibson's Bakery with the knowledge or intent that Jonathan Aladin would attempt to steal wine or otherwise illegally obtain wine.

23. Jonathan Aladin, Cecelia Whettston, and Endia J. Lawrence were immediately charged as a result of their conduct on November 9, 2016. Jonathan Aladin was charged with robbery, which is a second-degree felony. Cecelia Whettston and Endia J. Lawrence were each charged with first-degree misdemeanor assault.

### **OBERLIN COLLEGE AWARE OF UNDISPUTED ROBBERY**

24. Upon information and belief, one or more Oberlin College administrators were present at many hearings and other proceedings associated with the criminal prosecution of Jonathan Aladin.

25. The details of the attempted theft and use of a fake identification, leading to the arrest of Jonathan Aladin, Cecelia Whettston, and Endia J. Lawrence, were made available to the general public shortly after their arrest and at all times relevant, Defendants were fully aware of those facts.

26. The nature of and facts surrounding the charges against Jonathan Aladin, Cecelia Whettston, and Endia J. Lawrence were read in open court and made publicly available. Importantly, the facts surrounding the charges, as read in open court, have never been denied.

27. Soon after his arrest, Jonathan Aladin offered to plead guilty to the charge of attempted theft in open court in the Oberlin Municipal Court.

28. The Oberlin College administration was aware that Mr. Aladin offered to plead guilty to the charge of attempted theft.

29. Upon information and belief, a board of trustee member for Oberlin College paid a retainer for legal services to a criminal defense attorney for purposes of retaining that attorney in the defense of one or more of the defendants.

30. Upon information and belief, soon after the attempted robbery, Oberlin College paid for a limo service for Jonathan Aladin to be transported to Columbus, Ohio, to meet with a high profile criminal defense lawyer.

**OBERLIN MUNICIPAL COURT RECOGNIZES THAT ADMITTED CRIMINAL  
CONDUCT SHOULD NOT BE EXCUSED BECAUSE OF THREATS OF PUBLIC  
PROTESTS AND ECONOMIC BOYCOTTS**

31. David Gibson, feeling great pressure upon himself, his family and his business, indicated his approval of the plea deal, noting that he thought it was in the best interest of the community.

32. However, the Oberlin Municipal Court Judge refused to accept that plea deal, foreshadowing the devastating impact upon Gibson's Bakery and the Gibson family. The Judge explained, in a December 14, 2016 Judgment Entry:

Defendant was charged with Robbery, a felony of the 2nd degree. The case was scheduled for Preliminary Hearing on December 14, 2016.

A Motion to Dismiss the felony charge was submitted with a proposed plea bargain that: (a) The felony Robbery charge be dismissed; (b) A [new] charge be filed as a 2nd degree misdemeanor Attempted Theft; (c) Mr. Aladin enter a guilty plea to the Attempted Theft charge and be placed on Diversion and; (d) Upon successful completion of Diversion the case be dismissed.

The prosecutor represents that "the charge [of robbery] was appropriate and supported by the facts as a whole as determined by the Oberlin Police Department."

The reasons for the plea bargain given by the Prosecutor are set forth in a written Motion to Dismiss. The court, as always, appreciates the written presentation by the Oberlin Prosecutor. **From a reading of the motion the court understands that the reasons for the motion are:**

- 1. The incident was followed by protests by Oberlin College students and others and accusations of racism were leveled at Gibson's by some of the protestors.**
- 2. Oberlin College determined not to do business with Gibson's and continues not to buy product from that store.**
- 3. The situation has created a certain amount of ill-will among segments of the community.**
4. Jonathan Elijah Aladin has no prior adult criminal record [no mention or representation is made regarding whether Mr. Aladin has a juvenile record] and is a student at Oberlin College.
5. Mr. Aladin wishes to plead guilty to attempted theft and thereby to publicly acknowledge his culpability in this matter.
6. David and Allyn Gibson have been consulted and agree with the resolution of the case in this manner, and believe that it is in the best interest of the community.

**Based upon the circumstances the court is uncomfortable accepting the proposal for the following reasons:**

1. The state legislature has defined categories of crimes. The main categories are felonies and misdemeanors. Within the categories are degrees. The most serious felonies are 1st degree felonies. The charge in this case is a 2nd degree felony the second most serious category. There are also 3rd, 4th, and 5th degree felony categories. Lesser offenses are labeled misdemeanors. The most serious offense is a 1st degree misdemeanor. The next most serious a 2nd degree misdemeanor. The proposal is to dismiss the 2nd degree felony, re-file [or file] a charge of Attempted Theft, a 2nd degree misdemeanor, and that Mr. Aladin plead guilty to the Attempted Theft charge, be placed on Diversion with the expectation that the charge be dismissed.
2. According to the Motion to Dismiss the [proprietors] of the Gibson Bakery have been consulted and agree to the resolution of the case in this manner and

"believe that it is in the best interest of the community." **Gibson Bakery has been accused of racism according to the motion and an economic sanction has been leveled against Gibson Bakery for their participation in the alleged robbery. The College has decided that they are not going to do business with Gibson's Bakery because of their involvement in the alleged robbery. A conclusion may be drawn that the [alleged] victims of the robbery have little choice but to assent in this proposal under penalty of a permanent economic sanction.** While it is commendable that the Gibson's profess that they believe this to be in the best interests of the community, the court is concerned about the potential precedent setting of permitting a business owner under these circumstances to assent to such an agreement where such a serious crime is alleged.

3. With regard to the reason that the situation has created a certain amount of ill-will among segments of the community the court is unsure which segment of the community is referred to and whether this proposal will cure the ill-will and/or will cause ill-will among other segments of the community if this proposal is accepted. **What rightly should alleviate ill-will in the community is a full and complete open disclosure [perhaps a public trial] where all interested members of the community can witness the events that transpired and draw their own conclusions as to whether the ill-will is justified. Lack of transparency breeds anger and mistrust.** Perhaps full disclosure and a public trial accurately and openly reported would be in the best interests of the community.

Although neither the prosecutor nor the Gibson's nor Mr. Aladin or his attorney are subject to rules regarding public opinion of a judicial decision or ruling the judge must follow Rule 2.4(A) of the Ohio Code of Judicial Conduct that reads: "A judge shall not be swayed by public clamor or fear of criticism." The judge knows that every case, especially cases of public interest will come with criticism and possible public clamor. It is part of the job. This case is an example. The judge cannot consent to an agreement just to avoid public criticism or placate or prefer one segment or another segment of society. **It would be a precarious and potentially dangerous precedent if a public protest would be a factor in a decision of a judge.**

4. With regard to the reason that Jonathan Elijah Aladin has no prior adult criminal record [no mention or representation is made regarding whether Mr. Aladin has a juvenile record] and is a student at Oberlin College. **Although a person's [lack of] criminal record certainly is considered a factor in determining whether a person is a good candidate for Diversion this does not appear to be a case where a person was allegedly caught stealing and peacefully admitted the transgression when confronted. Something happened that caused the police and prosecutor to charge and pursue a 2nd degree**



**felony.** The effect of the plea bargain is tantamount to a dismissal of a 2nd degree felony. (Emphasis added.)

33. The “economic sanctions” that the Oberlin Municipal Court Judge was referring to was a massive demonstration, the dissemination of a libelous flyer, and defamatory statements against Gibson’s Bakery that Defendants orchestrated, incited, organized and controlled.

#### **THE DEFAMING OF GIBSON’S BAKERY AND THE GIBSON FAMILY**

34. Following the arrest of Jonathan Aladin, Cecelia Whettston, and Endia J. Lawrence, Oberlin College staff, including deans and professors, and students engaged in demonstrations in front of Gibson’s Bakery.

35. There, Oberlin College representatives, including Raimondo, handed out hundreds of copies of the flyer to Oberlin College faculty, staff, and students, the Oberlin community, and media representatives stating that Gibson’s Bakery and its owners racially profiled and discriminated against Aladin, Whettston, and Lawrence.

36. The flyer stated that Gibson’s Bakery “is a RACIST establishment with a LONG ACCOUNT of RACIAL PROFILING and DISCRIMINATION”.

#### **THE ECONOMIC BOYCOTT OF GIBSON’S BAKERY**

37. The flyer also encouraged customers to avoid Gibson’s Bakery:

- a. **“Today we urge you to shop elsewhere in light of a particularly heinous event involving the owners of this establishment and local law enforcement.”**

38. The flyer is reproduced below:



This is a RACIST establishment with a  
LONG ACCOUNT of RACIAL  
PROFILING and DISCRIMINATION.

Today we urge you to shop elsewhere  
in light of a particularly heinous event  
involving the owners of this  
establishment and local law  
enforcement.

**PLEASE STAND WITH US**

A member of our community was assaulted by the owner of this establishment yesterday. A nineteen y/o young man was apprehended and choked by Allyn Gibson of Gibson's Food Mart & Bakery. The young man, who was accompanied by 2 friends was choked until the 2 forced Allyn to let go. After The young man was free, Allyn chased him across College St. and into Tappan Square. There, Allyn tackled him and restrained him again until Oberlin police arrived. The 3 were racially profiled on the scene. They were arrested without being questioned, asked their names, or read their rights. 2 were released shortly after and charged with assault. The young man is being held in Lorain County Jail, charged with robbery. No bail until his arraignment this Friday 8:30 AM, 65 S Main.

If you have been victimized by this establishment in any capacity, we ask you to stand with us in support of our community member.

If you have any additional information, video or photo evidence of this event, please contact : [emailaroni@gmail.com](mailto:emailaroni@gmail.com)

39. The flyer also identified ten (10) competitor businesses where the demonstrators, including Oberlin College, urged Gibson Bakery's customers to shop instead:

Item	Better place to get it
Bagels	The Local
Alcohol	Johnny's, Mickey Mart, IGA, Drug Mart
Cigarettes	Johnny's, Mickey Mart
Cold/flu meds	CVS, Ben Franklin, Drug Mart
Baked goods (large amnts)	Blue Rooster, The Oberlin Market, IGA, Walmart
Toiletries	Ben Franklin, CVS, Drug Mart
Snack food	ben franklin, CVS
Fruits	IGA
School supplies	Ben Franklin, CVS
Dry Goods	Oberlin Market

### OBERLIN COLLEGE FACILITATED, ENCOURAGED, AND PROMOTED THE ILLEGAL DEFAMATION AND ECONOMIC BOYCOTT

40. Defendants were involved in the preparation, review, copying, dissemination, and publication of the defamatory flyer.

41. Upon information and belief, Oberlin College agents, including the Associate Dean for Academic Affairs, copied the flyer on Oberlin College copier machines, so that they could be distributed to large numbers of people.

42. Raimondo distributed the flyer to Oberlin College students, faculty, the public and even the media.

43. Upon information and belief, Raimondo and other Oberlin College professors, including Tita Reed, the assistant to the President of Oberlin College, raised their fists in support of the demonstration, while shouting the defamatory statements on a bullhorn, thereby assuring that a large audience would hear their defamatory statements.

44. To further encourage and perpetuate the defamatory statements, Oberlin College suspended classes to allow students to attend protests and demonstrations outside Gibson's Bakery.

45. Oberlin College encouraged students to demonstrate outside Gibson's Bakery in lieu of attending scheduled classes and provided credit to the students who attended and participated in the demonstration(s).

46. Oberlin College ordered its employees to supply the demonstrators, who were shouting the defamatory statements espoused by Defendants, with free food and drink.

47. Oberlin College's intent was to create a large gathering of persons who were willing to shout defamatory statements against Gibson's Bakery, which were intended to interfere with the business of Gibson's Bakery.

48. On November 10, 2016, the Oberlin Student Senate published a resolution, utilizing the equipment and facilities of the college, consistent with the defamatory flyer, stating that "Gibson's has a history of racial profiling and discriminatory treatment of students and residents alike."

49. Upon information and belief, one or more Oberlin College administrators and faculty assisted and encouraged the Oberlin Student Senate to prepare such statements. That encouragement included Oberlin College Department of Africana Studies posting on a publicly available Facebook page the following message:

**"Very Very proud of our students! Gibson's has been bad for decades, their dislike of Black people is palpable. Their food is rotten and they profile Black students. NO MORE!"**

50. Oberlin College provided the Student Senate with assistance and encouragement even though the Student Senate's actions violated the Student Code of Conduct, which prohibits defamation, libel, and slander and which classifies said conduct as constituting harassment.

**OBERLIN COLLEGE IGNORES OFFICIAL POLICE RECORDS DEBUNKING  
RACISM CLAIMS, PERPETUATES THE DEFAMATION, AND INITIALLY IGNORES  
THE POLICE REQUEST TO RETURN EVIDENCE RELEVANT TO CRIMINAL  
CONDUCT AT ISSUE**

51. In response to the Defendants', and other demonstrators', rampant accusations of Plaintiffs' racial profiling, the Oberlin Police Department conducted an investigation and found a complete lack of any evidence of racism. By way of example, the Oberlin Police Department explained that of the 40 adults arrested for shoplifting at Gibson's Bakery in the past five (5) years, only six (6) were African-American suspects.

52. Defendants consciously ignored the facts and findings of the Oberlin City Police Department because such ignorance allowed them to continue their agenda against Gibson's Bakery and the Gibsons. Defendants consciously ignored the facts because such intentional disregard of the truth and instead the adoption and promulgation of fake facts and fake news allowed them to continue their strategic business plan and public relations agenda for Oberlin's own financial and public relations benefit and to the detriment of Gibson's Bakery and the Gibsons.

53. Upon information and belief, Defendants refused to return evidence that they had obtained in error from the Oberlin City Police Department. Upon information and belief, an Oberlin College administrator was present at Jonathan Aladin's criminal booking. Upon information and belief, a member of the Oberlin Police Department accidentally gave the administrator the fake identification card used by Jonathan Aladin during the attempted robbery

and theft of Gibson's Bakery. Upon information and belief, the Oberlin Police Department later asked Oberlin College to return the fake identification, because it was evidence of a crime and because it had been given to the college in error. Upon information and belief, Oberlin College refused to return the evidence on several different occasions. Upon information and belief, Oberlin College eventually returned the evidence only after the City of Oberlin Police Department threatened to pursue obstruction of justice charges against Oberlin College.

54. Rather than retract Defendants' defamatory statements, or attempt in any way to discourage the continued defamation of, and damage to, the Plaintiffs, Defendants responded in writing to the Oberlin Student Senate by again perpetuating the defamatory claim that the Gibsons unlawfully discriminated against the criminal defendants -- Jonathan Aladin, Cecelia Whettston, and Endia J. Lawrence. In a public letter sent to all students, professors, and administrators, President Krislov and Raimondo stated:

Regarding the incident at Gibson's, we are deeply troubled because we have heard from students that there is more to the story than what has been generally reported. We will commit every resource to determining the full and true narrative, including exploring whether this is a pattern and not an isolated incident. We are dedicated to a campus and community that treats all faculty, staff and students fairly and without discrimination. We expect that our community businesses and friends share the same values and commitments.

#### **OBERLIN COLLEGE INSTITUTES ITS OWN ECONOMIC BOYCOTT**

55. Soon thereafter, on November 14, 2016, Oberlin College publicly pronounced that it was ceasing any further purchases from Gibson's Bakery.

56. Prior to that announcement, Gibson's Bakery had a long-time contract with Bon Appetit Management Company for the supply of baked goods to Oberlin College. Bon Appetit Management Company is a food services subcontractor for Oberlin College. Prior to the termination of the contract between Gibson's Bakery and Bon Appetit Management Company,

Gibson's Bakery had not received complaints from Bon Appetit or Oberlin College's administration about the quality of the bakery's service or goods.

57. On or before November 14, 2016, Vice-President Raimondo approached the Oberlin College Director of Dining Services Michelle Gross and demanded that she instruct Bon Appetit to cease from engaging in any business with Gibson's Bakery.

58. Because Gibson Bakery's contract was with Bon Appetit Management Company, Oberlin College, as directed by Raimondo, instructed Bon Appetit Management Company to cancel its contract with Gibson's Bakery, which it reluctantly did, which resulted in extreme emotional distress of Michelle Gross causing her to take a leave of absence and then early retirement.

59. Upon information and belief, Michelle Gross was deeply disturbed by the demand from Raimondo as Gibson's Bakery had had a longtime, positive relationship with the college and she did not want to damage and adversely impact Gibson's Bakery.

#### **OBERLIN COLLEGE COVETS GIBSON'S WELL-SITUATED LAND**

60. Upon information and belief, Oberlin College desires to harm and/or acquire the Gibson Bakery business, the Gibson Bakery property, and the real property owned by Off Street Parking, Inc. ("OSP"). David Gibson recently acquired the controlling interest in OSP. OSP is the owner of the parking lot immediately contiguous to Oberlin College, and it is supposed to be for the exclusive use of patrons of the downtown businesses, including Plaintiffs' business.

61. Oberlin College has encouraged, facilitated, and permitted its professors, administrators, faculty, students, and third party contractors to use the parking lot notwithstanding that OSP has advised the individuals and Oberlin College to stop parking in the lot, issued parking notice violations to offenders, and has had vehicles towed.

62. During most of the month of August 2017, Oberlin College instructed its construction contractors to park vehicles and large construction equipment and otherwise use the parking lot, obstructing access to the parking lot and parking spaces within the lot.

**OBERLIN COLLEGE DEMANDS THAT GIBSON'S BAKERY OFFER STUDENTS A  
"FIRST-TIME SHOPLIFTER'S PASS"**

63. Approximately a week after Oberlin College caused Gibson's contract to be canceled, David Gibson sat down with President Krislov and Tita Reed and advised the representatives of Oberlin College that defamation, boycotts, demonstrations, and refusal to do business with Gibson's Bakery was having a devastating effect on Gibson's Bakery and the Gibson family.

64. David Gibson requested that Oberlin College immediately retract the defamatory statements and reinstate its contracts with Bon Appetit.

65. Defendants represented that they would consider reinstating business relations with Gibson's Bakery on a long-term basis, but only if Gibson's Bakery would agree that "Gibson's would not push criminal charges against first-time shoplifters."

66. David Gibson explained how unworkable and unacceptable it would be to give free passes to all so-called "first-time shoplifters."

67. It would be difficult to know whether someone was a "first-time shoplifter" or whether it was simply their first time getting caught.

68. Gibson's Bakery already loses thousands of dollars a year due to stolen merchandise, and such losses would certainly multiply if students learned they could steal without repercussion.



69. In a subsequent meeting between Raimondo and David Gibson, Oberlin College also insisted that Gibson's Bakery call Raimondo when students are caught stealing rather than informing the police.

70. David Gibson believed the policy would be inconsistent with his core belief that an educational institution of higher learning should be teaching its students not to commit robbery and theft, instead of sheltering and excusing that criminal activity.

71. Again, David Gibson did not agree to such a request and Oberlin College continued to attempt to steamroll and intimidate Gibson's Bakery and refused to retract its defamatory statements or reinstate its business with Gibson's Bakery.

72. Thus, Oberlin College took a position that sacrificed the commitment to the rule of law and the safety of the Oberlin community in favor of its desire to promote the business and marketing plan and public relations image of Oberlin College. In doing so, Oberlin College by example, words, and conduct exploited its students and taught them that it is permissible to harm community members without fear of repercussion. For instance, Oberlin College's demand for the "first-time offender" rule also promoted large scale thefts because if students would not be prosecuted for their first theft offense, they would be encouraged to steal as much merchandise as possible during each offense until caught for the first time.

73. Additionally, Oberlin College's request about first-time shoplifters was particularly egregious under the circumstances, considering Gibson's Bakery was not dealing with a shoplifting incident. As the Oberlin Municipal Court pointed out, Jonathan Aladin was charged with robbery of the 2nd degree which is the second most serious category assigned to felonies.

74. Similarly, Oberlin College participated and encouraged students and student organizations to defame a long-time community member in an effort to advance its own corporate business purposes, which violates Oberlin College's policies and procedures.

#### **THE DAMAGE TO THE GIBSONS PERSISTS**

75. Oberlin College eventually allowed Bon Appetit to reinstate its business with Gibson's Bakery in February 2017; however, Defendants refused to retract the defamatory statements that had been made.

76. Over the years prior to the defamation described herein, a substantial portion of Gibson Bakery's revenue derived from direct purchases by students, professors, and administrators of Oberlin College. At all times relevant, Defendants were fully aware of that fact.

77. As a direct result of Defendants' conduct, as described herein, Gibson's Bakery has suffered a severe and sustained loss of student, professor, administrative, and college department business and continued losses are further perpetuated by Oberlin College.

78. For example, during campus tours – sponsored by Oberlin College – Oberlin College's guides advise prospective and future students and their families not to shop at Gibson's Bakery because it is a "racist establishment" that "assaults students."

79. Upon information and belief, Defendants are fully aware that the guides, who are the Defendants' agents, are making these statements and Defendants have encouraged the same.

80. Even after the plea bargains of Jonathan Aladin, Cecelia Whettston, and Endia J. Lawrence, wherein they admitted to committing crimes against Plaintiffs and admitted that Plaintiffs had not committed discrimination, Oberlin College also continues to prominently display the defamatory statements that Gibson's assaulted a black student and has a history of racial profiling and discriminatory conduct.

81. For example, Oberlin College continues to display statements that “Gibson’s has a history of racial profiling and discriminatory treatment of students and residents alike” in a prominent showcase on the walls of Wilder Hall Student Union.

82. Oberlin College has intentionally, willfully, wantonly and/or recklessly kept these postings up in Wilder Hall, with the foreseeable result that the defamatory actions will continue to damage Gibson’s Bakery and the Gibson Family to an entirely new incoming freshmen class starting in the fall of 2017.

83. According to Oberlin College’s website, Wilder Hall “serves as a gathering place for students, faculty, staff, alumni, and guests.” Wilder Hall “offers several community meeting, rooms, office space for student organizations, a student lounge, a performance venue, and a café and market.” It also houses the student mailroom and Raimondo’s office.

84. As the Oberlin Municipal Court Judge foresaw, Oberlin College’s conduct has resulted in a “permanent economic sanction” against Gibson’s Bakery and the Gibson Family.

85. In addition to the financial devastation that Plaintiffs have incurred, David Gibson and Allyn Gibson have also suffered a severe emotional and physical toll.

86. Defendants have created a hostile community environment resulting in numerous forms of harassment and threats against Gibson’s Bakery, its employees, and its owners.

87. Employees of Gibson’s Bakery have been threatened and had their automobile tires punctured, including the use of a drill bit being drilled into a tire.

88. David Gibson’s residence was damaged on one or more occasions, including one attempt to kick in his back door resulting in severe structural damage to the door.

89. Students who support Gibson's Bakery have routinely been harassed and threatened, including through use of pointing a finger at them in such a manner to mimic the use of a firearm.

90. Additionally, Defendants promoted such a hostile environment against Plaintiffs that certain persons came to the apartment of Allyn W. Gibson, who is 89 years-old, late one night and loudly banged on his door and windows while he slept. During that incident, Allyn Gibson, who feared for his safety, was startled and fell as he was attempting to determine who was banging on his door and windows. That fall caused him to suffer life threatening injuries, including a broken neck and multiple fractured vertebrae. Allyn Gibson required an extended hospital stay and will require the use of a neck brace for the rest of his life.

91. The overall campus environment has resulted in a substantially reduced patronage by students, professors, administrators, and other college constituents, as well as created a chilling effect upon persons that would normally support and patronize Gibson's Bakery.

**ALADIN, LAWRENCE, AND WHETTSTON PLEAD GUILTY TO CRIMES AT  
GIBSON'S BAKERY AND CONFIRM THAT GIBSON'S RESPONSE TO THEIR  
CRIMINAL CONDUCT WAS NOT RACIALLY MOTIVATED**

92. On August 11, 2017, Aladin, Lawrence and Whettston pled guilty to charges that the State of Ohio brought against them for their conduct at Gibson's Bakery.

93. Jonathan Aladin pleaded guilty to counts of attempted theft and aggravated trespass.

94. Likewise, Endia Lawrence and Cecelia Whettston pleaded guilty to counts of attempted theft and aggravated trespass.

95. At their sentencing hearings, Aladin, Lawrence, and Whettston acknowledged that Plaintiffs were within their rights to detain Jonathan Aladin following the November 9th attempted theft and that Plaintiffs' actions were not racially motivated.

96. Aladin's written statement read:

On November 9, 2016, I entered Gibson's Market in Oberlin Ohio and attempted to purchase alcohol with a fake ID. When the clerk recognized the fake ID, I struggled with the clerk to recover the fake ID. The clerk was within his legal rights to detain me, and I regret presenting a fake ID in an attempt to obtain alcohol.

This unfortunate incident was triggered by my attempt to purchase alcohol. I believe the employees of Gibsons actions were not racially motivated. They were merely trying to prevent an underage sale.

97. The written statement for Lawrence and Whettston read as follows:

On November 9, 2016, I entered Gibson's Market in Oberlin Ohio, in an effort to acquire alcohol via Jonathan Aladin's fake ID. When the clerk recognized the fake ID, he and Aladin began to struggle. I physically intervened on Aladin's behalf. I recognize that Gibson's employees were within their legal rights to detain Elijah for an attempted underage purchase.

This unfortunate incident was triggered by an attempt to purchase alcohol. I believe the employees of Gibson's actions were not racially motivated. They were merely trying to prevent an underage sale.

98. Unlike Aladin, Lawrence, and Whettston, the Defendants continue to refuse to offer such an acknowledgement or retract their defamatory statements, despite multiple requests by Plaintiffs.

99. The Defendants' conduct, described herein, has resulted in severe and permanent economic damage as well as substantial distress.

**COUNT ONE**  
**(Libel)**

100. Plaintiffs reincorporate by reference all of the allegations of this Complaint as if the same were fully rewritten herein.

101. From on or about November 9, 2016 to present, Defendants have carried out a campaign to defame Plaintiffs. Defendants have carried out their malicious campaign to permanently harm and damage the Plaintiffs through publishing false statements of fact online, through circulating the flyer which contains false statements of fact, through sending emails which contain false statements of fact, through making verbal false statements of fact, and by other means of publication.

102. From on or about November 9, 2016 to present, Defendants published on the flyer, emails, and other means of publication, false statements of fact regarding Plaintiffs, which include, but are not limited to, affirmative statements that Plaintiffs are racists, that Gibson's Bakery is a "racist establishment with a long account of racial profiling and discrimination," and that Plaintiffs commit hate crimes against minorities.

103. Oberlin College published defamatory statements against Plaintiffs through its agents, which include, but are not necessarily limited to: Krislov, Raimondo, and other professors and staff members. Such agents were acting within the course and scope of their employment with Oberlin College at all relevant times, and the agents' acts were calculated to facilitate or promote the business, interests, and agenda of Oberlin College. Oberlin College encouraged the defamatory conduct and approved and ratified the conduct of its agents, and adopted those false statements as its own statements. These false statements were part of and fueled Oberlin College's campaign against Plaintiffs.

104. Said written statements concerning the Plaintiffs are false and defamatory, they import a charge of an indictable offense involving moral turpitude or infamous punishment, they injure the Plaintiffs' trade, business, or occupation, and they subject Plaintiffs to public hatred, ridicule, or contempt.

105. Said written statements concerning the Plaintiffs attack their competence and ability to manage a local business in the city of Oberlin.

106. Said written statements were published with malice and were intended to injure Plaintiffs' business reputation and their personal standing within the community, or at a minimum, Defendants were negligent when they made the disparaging statements.

107. Defendants' statements constitute libel per se and therefore, Ohio law presumes that Plaintiffs have suffered damages. Furthermore, as a direct and proximate result of Defendants' defamatory statements, Plaintiffs have suffered actual and special damages, including, without limitation, loss of business earnings, injury to their personal and business reputations, and mental anguish and humiliation.

108. Defendants' conduct was performed with actual malice and/or reckless disregard of the Plaintiffs' rights.

109. As a direct and proximate result of Defendants' actions, Plaintiffs are entitled to judgment against Defendants, jointly and severally, in a sum in excess of \$25,000 for compensatory damages, a sum in excess of \$25,000 for exemplary and punitive damages, to be determined at trial, injunctive relief, plus interest at the statutory rate per annum, attorneys' fees, costs of suit, court costs, and such other and further relief as the Court may deem just and proper.

**COUNT TWO**  
**(Slander)**

110. Plaintiffs reincorporate by reference all of the allegations of this Complaint as if the same were fully rewritten herein.

111. From on or about November 9, 2016 to present, Defendants have carried out a campaign to slander Plaintiffs. Defendants have carried out their malicious campaign to permanently harm and damage the Plaintiffs through publishing false statements of fact online,

through circulating the flyer which contains false statements of fact, through sending emails which contain false statements of fact, through making verbal false statements of fact, and by other means of publication.

112. Defendants' false and defamatory statements regarding Plaintiffs include, but are not necessarily limited to, affirmative spoken statements that Plaintiffs are racists, that Gibson's Bakery is a "racist establishment with a long account of racial profiling and discrimination," and that Plaintiffs commit crimes against minorities.

113. Defendants' statements concerning the Plaintiffs are false and defamatory, they import a charge of an indictable offense involving moral turpitude or infamous punishment, and they tend to injure the Plaintiffs' trade, business, or occupation.

114. Said statements concerning the Plaintiffs attack their competence and ability to manage a local business in the city of Oberlin.

115. Said spoken statements were published with malice and were intended to injure Plaintiffs' business reputation and their personal standing within the community, or at a minimum, Defendants were negligent when they made the spoken statements.

116. Oberlin College's agents who made such defamatory statements were acting within the course and scope of their employment with Oberlin College at all relevant times, and the agents' acts were calculated to facilitate or promote the business, interests, and agenda of Oberlin College. Oberlin College encouraged the defamatory conduct and approved and ratified the conduct of its agents.

117. Defendants' statements constitute slander per se and therefore, Ohio law presumes that Plaintiffs have suffered damages. Furthermore, as a direct and proximate result of Defendants' defamatory statements, Plaintiffs have suffered actual and special damages,



including, without limitation, loss of business earnings, injury to their personal and business reputations, and mental anguish and humiliation.

118. Defendants' conduct was performed with actual malice and/or reckless disregard of the Plaintiffs' rights.

119. As a direct and proximate result of Defendants' actions, Plaintiffs are entitled to judgment against Defendants, jointly and severally, in a sum in excess of \$25,000 for compensatory damages, a sum in excess of \$25,000 for exemplary and punitive damages, to be determined at trial, injunctive relief, plus interest at the statutory rate per annum, attorneys' fees, costs of suit, court costs and such other and further relief as the Court may deem just and proper.

**COUNT THREE**  
*(Tortious Interference with Business Relationships)*

120. Plaintiffs reincorporate by reference all of the allegations of this Complaint as if the same were fully rewritten herein.

121. Plaintiffs held certain business relationships with third-parties. Specifically, Gibson's Bakery had a contract to provide goods and services to Bon Appetit Management Company, who in turn provided services to Oberlin College and has business relationships with its customers.

122. At all times relevant, Defendants had knowledge of the business relationships of Plaintiffs, Bon Appetit Management Company, and Plaintiffs' customers.

123. Upon information and belief, Oberlin College and Dean Raimondo intentionally and improperly interfered with the contractual and business relationship between Gibson's Bakery and Bon Appetit Management Company, causing such relationship to cease.

124. Upon information and belief, Oberlin College and Dean Raimondo intentionally and improperly interfered with the contractual and business relationship between Gibson's Bakery and its customers, causing customers to cease doing business with Gibson's Bakery.

125. Defendants have also intentionally and improperly interfered with other business relationships of Gibson's Bakery, including but not limited to Oberlin College students and visitors.

126. Defendants' interference has substantially damaged the amount of business that Gibson's Bakery receives from Oberlin College students, professors, administrators, and departments of Oberlin College.

127. Oberlin College acted through its agents in tortiously interfering with Plaintiffs' business relationships and Oberlin College adopted its agents' statements and actions as its own. Oberlin College's agents were acting within the course and scope of their employment with Oberlin College at all relevant times, and the agents' acts were calculated to facilitate or promote the business, interests, and agenda of Oberlin College. Oberlin College encouraged the tortious interference and approved and ratified the conduct of its agents.

128. Upon information and belief, the tortious interference against Plaintiffs is part of Oberlin College's long-standing agenda against the Plaintiffs and helps support Oberlin College's attempt to force Plaintiffs out of the community and attempt to acquire the Plaintiffs' land.

129. Defendants, without justification, intentionally, or negligently, interfered with Plaintiffs' business relationships by contacting Plaintiffs' customers and/or prospective customers and Defendants attempted to have those parties cease using Plaintiffs' services through threats and other coercive actions.

130. As a direct and proximate result of Defendants' tortious interference, Plaintiffs have been damaged in excess of \$25,000, including their attorney fees and lost profits for the interference, to be determined at trial, and Defendants, jointly and severally, are liable for those damages.

131. Defendants' conduct was performed with actual malice and/or reckless disregard of the Plaintiffs' rights, such that the Plaintiffs should be awarded punitive damages against the Defendants in excess of \$25,000, injunctive relief, plus interest at the statutory rate per annum, attorneys' fees, costs of suit, court costs, and such other and further relief as the Court may deem just and proper.

**COUNT FOUR**  
**(Tortious Interference with Contracts)**

132. Plaintiffs reincorporate by reference all of the allegations of this Complaint as if the same were fully rewritten herein.

133. Plaintiffs have various contracts and business dealings with third-parties.

134. At all relevant times, Defendants had knowledge of those contracts and business dealings.

135. Defendants intentionally sought and/or procured the breach of those contracts and business dealings by the conduct described herein.

136. Oberlin College's agents were acting within the course and scope of their employment with Oberlin College at all relevant times, and the agents' acts were calculated to facilitate or promote the business, interests, and agenda of Oberlin College. Oberlin College encouraged the tortious interference and approved and ratified the conduct of its agents.

137. As a direct and proximate result of Defendants' tortious interference, Plaintiffs have been damaged in excess of \$25,000, including their attorney fees and lost profits for the

interference, to be determined at trial, and Defendants, jointly and severally, are liable for those damages.

138. Defendants' conduct was performed with actual malice and/or reckless disregard of the Plaintiffs' rights, such that the Plaintiffs should be awarded punitive damages against the Defendants in excess of \$25,000, injunctive relief, plus interest at the statutory rate per annum, attorneys' fees, costs of suit, court costs, and such other and further relief as the Court may deem just and proper.

**COUNT FIVE**  
**(Deceptive Trade Practices)**

139. Plaintiffs reincorporate by reference all of the allegations of this Complaint as if the same were fully rewritten herein.

140. As discussed above, Defendants disparaged Plaintiffs' business or businesses and the Gibsons, personally, through false representations of fact. Those false representations include, but are necessarily not limited to, representations that Plaintiffs are racists, that Gibson's Bakery is a "racist establishment with a long account of racial profiling and discrimination," and that Plaintiffs commit crimes against minorities.

141. Each of the Defendants is a "person" as defined in R.C. 4165.01.

142. Defendants' actions constitute a "deceptive trade practice" pursuant to R.C. 4165.02(A).

143. Defendants' actions were all conducted within the course of the Defendants' business, vocation, or occupation.

144. Based upon Defendants' deceptive trade practices, Plaintiffs have a private cause of action actual damages pursuant to R.C. 4165.03.

145. Defendants willfully committed one or more deceptive trade practices and as a result, Plaintiffs are entitled to an award of reasonable attorneys' fees against the Defendants, jointly and severally.

146. Oberlin College's agents were acting within the course and scope of their employment with Oberlin College at all relevant times, and the agents' acts were calculated to facilitate or promote the business, interests, and agenda of Oberlin College. Oberlin College encouraged the deceptive trade practices and approved and ratified the conduct of its agents.

147. Defendants' conduct was performed with actual malice and/or reckless disregard of the Plaintiffs' rights.

148. As a direct and proximate result of Defendants' actions, Plaintiffs are entitled to actual damages in an amount in excess of \$25,000, to be determined at trial, and Defendants, jointly and severally, are liable for those damages, and an award of reasonable attorneys' fees against the Defendants, jointly and severally, and injunctive relief, plus interest at the statutory rate per annum, costs of suit, court costs, and such other and further relief as the Court may deem just and proper.

**COUNT SIX**  
**(Intentional Infliction of Emotional Distress)**

149. Plaintiffs reincorporate by reference all of the allegations of this Complaint as if the same were fully rewritten herein.

150. Defendants intended to cause emotional distress to Plaintiffs David R. Gibson and Allyn W. Gibson or should have known that their actions would result in serious emotional distress to these Plaintiffs.

151. As a direct and proximate result of Defendants' conduct, these Plaintiffs have suffered great distress concerning the damage to their reputation, economic welfare, community

standing, ability to continue to employ hard-working members of the community, and fear of physical harm.

152. Defendants' conduct was so extreme and outrageous as to go beyond all possible bounds of decency and was utterly intolerable in civilized society.

153. Defendants' actions were the proximate cause of Plaintiffs' psychic and physical injuries.

154. The mental anguish suffered by Plaintiffs was serious and of a nature that no reasonable person could be expected to endure it.

155. As a direct and proximate result of Defendants' actions, Plaintiffs David R. Gibson and Allyn W. Gibson are entitled to actual damages in an amount in excess of \$25,000, to be determined at trial, and Defendants, jointly and severally, are liable for those damages, and an award of reasonable attorney's fees against the Defendants, jointly and severally, and injunctive relief, plus interest at the statutory rate per annum, costs of suit, court costs, and such other and further relief as the Court may deem just and proper.

156. Defendants' conduct was performed with actual malice and/or reckless disregard of the Plaintiffs' rights, such that the Plaintiffs should be awarded punitive damages against the Defendants in excess of \$25,000, plus attorneys' fees.

**COUNT SEVEN**  
*(Negligent Hiring, Retention, Supervision)*

157. Plaintiffs reincorporate by reference all of the allegations of this Complaint as if the same were fully rewritten herein.

158. Oberlin College's employees, including but not limited to Meredith Raimondo, were not competent to perform their duties and Oberlin College had actual or constructive knowledge of such incompetence.

159. The actions of Oberlin College's employees, including but not limited to Meredith Raimondo, caused the Plaintiffs' damages as described herein.

160. Oberlin College was negligent in hiring, supervising, and retaining such employees, and such negligence proximately caused Plaintiffs' damages in an amount in excess of \$25,000, to be determined at trial.

**COUNT EIGHT**  
**(Trespass)**

161. Plaintiffs reincorporate by reference all of the allegations of this Complaint as if the same were fully rewritten herein.

162. As previously discussed, Plaintiffs have a possessory and/or use right for the parking lot located behind Gibson's Bakery.

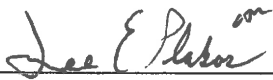
163. All of Defendants' actions on the parking lot since Plaintiffs acquired rights to use the same have been without the consent and permission of the Plaintiffs. As a result, Defendants have trespassed on the parking lot, including interfering with Plaintiffs' right to use the same, by including, without limitation, permitting faculty, administrators, and students to park in the lot, even though they are not permitted to do so and by parking large construction equipment on the lot in such a manner to block the entrance to the lot.

164. Oberlin College's agents were acting within the course and scope of their employment with Oberlin College at all relevant times, and the agents' acts were calculated to facilitate or promote the business, interests, and agenda of Oberlin College. Oberlin College encouraged the trespass and approved and ratified the conduct of its agents.

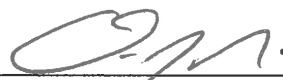
165. As a direct and proximate result of Defendants' trespass, Plaintiffs have been damaged in excess of \$25,000, including their attorneys' fees and lost profits for the interference, to be determined at trial, and Defendants, jointly and severally, are liable for those damages.

166. Defendants' conduct was performed with actual malice and/or reckless disregard of the Plaintiffs' rights, such that the Plaintiffs should be awarded punitive damages against the Defendants in excess of \$25,000, injunctive relief, plus interest at the statutory rate per annum, attorneys' fees, costs of suit, court costs, and any other relief this Court deems just and equitable.

WHEREFORE, Plaintiffs demand judgment against the Defendants, jointly and severally, in an amount in excess of \$25,000, to be determined at trial, an award of punitive damages in excess of \$25,000, to be determined at trial, injunctive relief, plus interest at the statutory rate per annum, attorneys' fees, costs of suit, court costs, and any other relief this Court deems just and equitable.



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ATTORNEYS FOR PLAINTIFFS



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Owen J. Rarric (0075367), and  
Matthew W. Onest (0087907), of  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
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monest@kwgd.com  
ATTORNEYS FOR PLAINTIFFS

### **JURY DEMAND**

Plaintiffs hereby demand, pursuant to Civ.R. 38, that a jury be impaneled to try all issues contained herein.



Terry A. Moore (0015837),  
Owen J. Rarric (0075367), and  
Matthew W. Onest (0087907), of  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
ATTORNEYS FOR PLAINTIFFS



### INSTRUCTIONS FOR SERVICE

TO THE CLERK OF COURTS:

Please issue Summons together with a copy of the foregoing Complaint to be served upon the Defendants at the addresses as set forth in the above caption by certified mail (Civ.R. 4.1(A)(1)(a)), return receipt requested, and make the same returnable according to law.

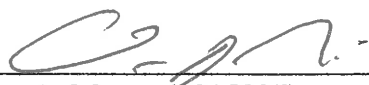
Further, please issue Summonses, together with a copy of the foregoing Complaint, to be served upon the Defendants Oberlin College aka Oberlin College and Conservatory, and Meredith Raimondo, at the following addresses:

Oberlin College aka  
Oberlin College and Conservatory  
Office of the General Counsel and Secretary  
Cox Administration Building, Room 100  
70 North Professor Street  
Oberlin, OH 44074

and

Meredith Raimondo  
Wilder Hall  
135 W. Lorain St.  
Oberlin, OH 44074

by certified mail (Civ.R. 4.1(A)(1)(a)), return receipt requested, and make the same returnable according to law.

  
\_\_\_\_\_  
Terry A. Moore (0015837),  
Owen J. Rarric (0075367), and  
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KRUGLIAK, WILKINS, GRIFFITHS  
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