

**IN THE COURT OF APPEALS  
FIRST APPELLATE DISTRICT OF OHIO  
HAMILTON COUNTY, OHIO**

SAL G. SCROFANO,	:	APPEAL NO. C-150761
Plaintiff-Appellee,	:	TRIAL NO. 14CV-00523
vs.	:	
RICHARD BEDFORD,	:	<i>JUDGMENT ENTRY.</i>
Defendant-Appellant.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. *See* Rep.Op.R. 3.1; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

Richard Bedford appeals the judgment of the trial court in favor of Sal G. Scrofano on Scrofano’s claim for unpaid legal fees and on Bedford’s counterclaim for intentional infliction of emotional distress (“IIED”).

In his first assignment of error, Bedford argues that the trial court erred in denying his jury demand when he failed to pay an advance jury deposit as required by Loc.R. VI of the Hamilton County Municipal Court. The rule conditions a party’s right to a jury trial upon the party’s payment of an advance jury deposit of \$300. Bedford acknowledges that a \$300 deposit was required, but contends that a clerk of the municipal court had instructed him to pay only \$10. According to Bedford, he had

“substantially complied with the local rule when he paid the jury deposit, albeit the wrong amount.”

But Bedford did not comply with Loc.R. VI, substantially or otherwise. As the trial court pointed out, Bedford had only paid a \$10 jury-demand filing fee. *See* Loc.R. XVIII of the Hamilton County Municipal Court. He had paid nothing toward the \$300 jury deposit required by Loc.R. VI.

The court reminded Bedford that it had warned him about the difficulties of navigating a civil case as a pro se litigant. The court said it had previously admonished him that the court’s clerks were not permitted to give legal advice, and that he could not ask them what he needed to do with respect to his case. The court was right to caution Bedford about the hazards of proceeding on his own. The mere fact that a litigant proceeds pro se does not entitle him to ignore the requirements of the local court rules. *See In re Application of Black Fork Wind Energy, L.L.C.*, 138 Ohio St.3d 43, 2013-Ohio-5478, 3 N.E.3d 173, ¶ 22.

Because Bedford failed to make the required jury deposit, we hold that the trial court properly concluded that he had waived his right to a jury trial. *See Walters v. Griffith*, 38 Ohio St.2d 132, 311 N.E.2d 14 (1974); *Burton Carol Mgt., LLC v. Tessmer*, 11th Dist. Lake No. 2015-L-035, 2015-Ohio-4321; *Skiadas v. Finkbeiner*, 6th Dist. Lucas No. L-05-1094, 2007-Ohio-3956; *Arlington Natural Gas Co. v. Martens*, 173 Ohio App.3d 450, 2007-Ohio-5479, 878 N.E.2d 1088 (3d Dist.). Accordingly, we overrule the first assignment of error.

In his second and fourth assignments of error, Bedford argues that the trial court’s judgment was against the manifest weight of the evidence. He contends that the evidence demonstrated that the parties had modified their contract, such that his last payment had satisfied his obligation. However, the trial court was entitled to believe

Scrofano's testimony that no such modification had occurred and that Bedford still had an outstanding balance. *See State v. DeHass*, 10 Ohio St.2d 230, 227 N.E.2d 212 (1967).

Bedford also contends that the court erred by finding that he had failed to prove that Scrofano had acted unethically, for purposes of his IIED counterclaim. To sustain a claim for IIED, the plaintiff must show that (1) the defendant intended to cause serious emotional distress; (2) the defendant's conduct was outrageous and extreme; and (3) the defendant's conduct was the proximate cause of plaintiff's serious emotional injury. *See Coors v. Fifth Third Bank*, 1st Dist. Hamilton No. C-050927, 2006-Ohio-4505, ¶ 14.

Bedford does not dispute the trial court's finding that he had failed to prove an emotional injury. Indeed, our review of the record demonstrates that Bedford put forth no evidence that he had suffered emotional distress. Without evidence on the element of emotional distress, Bedford's counterclaim failed, regardless of the court's finding with respect to Scrofano's conduct.

After reviewing the evidence, all reasonable inferences, and the credibility of the witnesses, we cannot conclude that the trial court lost its way and created such a manifest miscarriage of justice that we must reverse its decision and order a new trial. *See Eastley v. Volkman*, 132 Ohio St.3d 328, 2012-Ohio-2179, 972 N.E.2d 517, ¶ 14-23. Accordingly, the judgment was not against the manifest weight of the evidence. We overrule the second and fourth assignments of error.

In his third assignment of error, Bedford argues that the trial court erred when it denied his motion to amend his counterclaim. Bedford sought to add a fraud claim to allege that he had "entered into the transaction" with Scrofano based upon Scrofano's misrepresentation that they had a valid contract for which Scrofano would be paid \$150

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per hour. At trial, there was no dispute that a contract existed. Furthermore, to the extent that the parties disagreed as to the hourly rate, the trial court accepted Bedford's testimony that the rate was \$150 per hour, and calculated its judgment using that figure. So Bedford suffered no prejudice as a result of the trial court's denial of his motion to add the fraud claim. We overrule the third assignment of error and affirm the trial court's judgment.

Further, a certified copy of this judgment entry shall constitute the mandate, which shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

**HENDON, P.J., CUNNINGHAM and STAUTBERG, JJ.**

To the clerk:

Enter upon the journal of the court on October 28, 2016  
per order of the court \_\_\_\_\_.  
Presiding Judge