[Cite as *Doff v. Lipford*, 2019-Ohio-2318.]

COURT OF APPEALS
STARK COUNTY, OHIO
FIFTH APPELLATE DISTRICT

MICHAEL D. DOFF	:	JUDGES:
	:	Hon. Patricia A. Delaney, P.J.
Plaintiff-Appellant	:	Hon. Craig R. Baldwin, J.
	:	Hon. Earle E. Wise, Jr., J.
-vs-	:	
	:	
RONALD C. LIPFORD	:	Case No. 2019CA00017
	:	
Defendant-Appellee	:	O P I N I O N

CHARACTER OF PROCEEDING:	Appeal from the Municipal Court, Case No. 2018-CVF-4127
JUDGMENT:	Affirmed
DATE OF JUDGMENT:	June 10, 2019

APPEARANCES:

For Plaintiff-Appellant	For Defendant-Appellee
MICHAEL D. DOFF, PRO SE 118 12th Street Parkersburg, WV 26101	

Wise, Earle, J.

{¶ 1} Plaintiff-appellant Michael D. Doff appeals the January 4, 2019 judgment of the Canton Municipal Court of Stark County Ohio granting judgment against defendant-appellee in the amount of $40.00.

FACTS AND PROCEDURAL HISTORY

{¶ 2} Doff is from Parkersburg West Virginia, but was traveling through Canton, Ohio when he experienced trouble with his 1997 Jeep Cherokee. He took the vehicle to a mechanic who had the Jeep for three to four months before experiencing some "personal issues" ceasing work on the vehicle. Doff then found appellee Lipford on Craig's List. He had the inoperable Jeep towed to Lipford's place of business, Certified Auto & Truck in Canton on May 25, 2018.

{¶ 3} According to exhibits contained in the record, the Jeep was in pieces when delivered to Lipford and had actual mileage of 393,036. Doff's exhibit 1, the work order for the Jeep indicates Doff requested Lipford to "check overhead, replace timing chain and put all parts put back on vehicle." The work order also indicates that Lipford's labor rate was $40 an hour, including finding parts, and that every 5 hours of labor must be paid before work would progress. Doff paid Lipford $40 upfront for a diagnostic.

{¶ 4} On May 29, 2018, Lipford texted Doff to inform him some parts were missing and that he needed to begin work on the Jeep as soon as possible because it was tying up one of his bays. In response, Doff directed Lipford to set up a Paypal account so that he could send him money. Lipford was unable to set up a Paypal account.

{¶ 5} On May 30, 2018, Doff directed Lipford to go get a radiator for the Jeep from a scrap yard for $50. Doff stated he would send Lipford $200 to get that accomplished.

Lipford indicated that would be a start on parts but needed payment for labor and asked Doff to send $400. Doff asked if that would cover the cost of putting the Jeep back together and Lipford indicated it would not as there was too much to do and there would be a lot of time involved to get the vehicle running again. Doff replied to just put the parts back on the vehicle and see what it needed from there. Lipford again requested payment. The following day, Doff texted Lipford directing him to put the Jeep outside with the key in it and he would have it picked up. Lipford replied that he was still owed for the time he spent on the vehicle and Doff disagreed, alleging that Lipford had done nothing beyond the diagnostic and again requested he put the Jeep outside. Lipford reiterated what he was owed and added there would be a storage fee of $35 for each day the Jeep remained at his place of business. He advised Doff to pay what he owed and he would get his vehicle back. Doff requested his vehicle again, threatened legal recourse, and to report Lipford to "departments that deal with zoning, taxation, and environmental." Lipford again advised Doff to pay his bill and pick up his vehicle.

{¶ 6} Instead of doing so, on July 17, 2018, Doff, proceeding pro se, filed a complaint in the Canton Municipal Court alleging violations of the Ohio Consumer Sales Practices Act (CSPA).

{¶ 7} The complaint consisted of a short paragraph entitled “Complaint”, a section entitled “Statement of the Case,” and a section entitled “Statement of Facts.” In the sections entitled “Complaint” and “Statement of the Case” Doff appeared to raise three specific violations. First, Doff alleged that Lipford held himself out as a “ “certified” auto repair facility, with specific reference to automotive air conditioning refrigerant work and other services, in his solicitation of the public for his auto repair services.” But in fact,

Doff alleged, Lipford lacked the "legally required certification to perform air conditioning refrigerant work, and lacks legal "certification" and/or registration for other aspects of his business operation in violation of state and local legal statutes. . ." Doff further alleged Lipford was in violation of Canton City zoning ordinances which prohibit the operation of an auto repair shop at Lipford's current location. Doff alleged these facts placed Lipford in violation of R.C. 1345.02(B)(9).

{¶ 8} Next Doff alleged Lipford had failed to register a fictitious business name with the state of Ohio in violation of R.C. 1345.02(G).

{¶ 9} Finally, Doff alleged Lipford violated R.C. 1345.02(A) by deliberately and willfully failing to perform services promised to Doff, engaged in fraudulent misrepresentation of work performed, and added additional "bogus labor time charges, as well as after-the-fact "storage charges," not posted or otherwise previously described by defendant. . .."

{¶ 10} Doff requested that the trial court award him the alleged replacement value of the Jeep - $1767 – plus $40 for payment made for services not delivered, and further alleged he was entitled to treble damages pursuant to R.C. 1345.09(B) for a total of $5421. Also pursuant to R.C. 1345.09(B), Doff claimed $5000 in noneconomic damages for "mental anguish and emotional distress inflicted on Plaintiff for the intentional and malicious fraudulent activity of Defendant."

{¶ 11} Doff never amended his complaint, nor his requested relief.

{¶ 12} On August 20, 2018, Lipford, also proceeding pro se, filed a response denying Doff's allegations and attaching numerous exhibits including a bid from Canton Auto Salvage setting the salvage value of the Jeep at $125.

{¶ 13} On October 30, 2018, Doff filed a motion for summary judgment. On November 11, 2018, Lipford filed a reply. Doff responded on December 7, 2018.

{¶ 14} On December 13, 2018, the trial court denied Doff's motion for summary judgment.

{¶ 15} The matter proceeded to a bench trial on December 18, 2018. Doff appeared pro se, testified on his own behalf, and submitted several exhibits including a list of several 1997 Jeep Cherokee's listed for sale on various websites, none of which were listed as inoperable or disassembled. He felt his vehicle was worth $2000. Doff also presented evidence that Lipford had been the subject of complaints by neighbors regarding zoning violations as his property was zoned for auto sales, but not auto repair, and that he held no certifications from the National Institute of Automotive Service Excellence (NIASE). Doff presented Lipford's Craig's List ad which indicates he is an expert in automotive air conditioning. Doff further requested noneconomic damages in the amount of $5000 because he discovered Lipford had a previous conviction for menacing and he felt his interaction with Lipford "was along the same type of level of menacing and attempting intimidation . . .."

{¶ 16} Lipford failed to appear for trial.

{¶ 17} On January 4, 2019 the trial court issued its judgment entry. The trial court found that Doff was a consumer engaged in a consumer transaction and that Lipford was a supplier. Against that background the court found Lipford's act of holding himself out as certified in certain automobile repairs when he does not hold an affiliation with a certification program was a deceptive consumer sales practice in violation of R.C. 1345.02(B)(9). The trial court also found, however, that Doff had failed to establish that

Lipford had committed an unconscionable act or practice in connection with the consumer transaction. The trial court found Doff had established damages in the amount of $40, but had failed to establish any other noneconomic damages. Finally, the trial court found Doff had brought no action to recover his vehicle. The trial court therefore awarded Doff $40 plus interest and court costs.

{¶ 18} On January 31, 2019, Doff filed an appeal. The matter is now before this court for consideration. He raises seven assignments of error as follow:

I

{¶ 19} "APPELLANT, MICHAEL D. DOFF, FILED CLAIM AGAINST APPELLEE RONALD C. LIPFORD, FOR VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT ("CSPA" OR THE ACT") SECTIONS R.C. 1345.02 (A), R.C. 1345.02 (B)(9), AND R.C. 1345.02 (G), AND TOTAL OF 10 CSPA VIOLATIONS. THE TRIAL COURT ERRED IN RULING ON ONLY TWO OF APPELLEE'S VIOLATIONS OF R.C. 1345.02(B)(9), PROVIDING NO RULING ON THE 8 OTHER CPSA VIOLATIONS, OR ON APPELLEE'S VIOLATIONS OF R.C. 1345.02(A) AND R.C. 1345.02(G).

II

{¶ 20} "THE CPSA ENTITLES APPELLANT UNDER STATUTORY LAW TO $200, OR TREBLE THE AMOUNT OF ACTUAL DAMAGES, FOR EACH VIOLATION. THE TRIAL COURT ERRED IN NOT RULING ON ALL VIOLATIONS OF THE CSPA, AND NOT AWARDING $200 PER VIOLATION, OR TREBLE THE AMOUNT OF ACTUAL DAMAGES, FOR EACH SEPARATE VIOLATION. FOR THE TWO CSPA VIOLATIONS THE TRIAL COURT RULED ON, THE TRIAL COURT ERRED IN AWARDING ONLY

ONE AWARD FOR DAMAGES, AND IN NOT TREBLING THIS AWARD AS PROVIDED BY THE CSPA STATUTE."

III

{¶ 21} "APPELLANT CLAIMED UNDER THE CSPA THE VALUE OF HIS VEHICLE AS DAMAGES, GIVEN THAT APPELLEE REFUSES TO RETURN IT. THE TRIAL COURT ERRED IN PROVIDING NO RULING ON THIS CLAIM, APPEARING TO ATTRIBUTE FAULT TO APPELLANT FOR "NOT RETRIEVING HIS VEHICLE," (JUDGEMENT ENTRY JANUARY 4, 2019) AND NOT FILING A SECOND, SEPARATE, ACTION FOR REPLEVIN TO ATTEMPT RECOVERY OF HIS VEHICLE. THE TRIAL COURT ERRED IN INCORPORATING ALTERNATIVE ACTIONS INTO ITS FINAL JUDGMENT, AND NOT RULING ON APPELLANT'S CSPA CLAIM AS FILED."

IV

{¶ 22} "THE AMOUNT OF $2000 CLAIMED BY APPELLANT FOR LOSS OF HIS VEHICLE WAS VERY CONSERVATIVE AND REASONABLE, USING THE LOWEST COST FOR A SIMILAR VEHICLE AVAILABLE FOR SALE, AMONG ALL SIMILAR VEHICLES AVAILABLE FOR SALE, ON THE MORNING OF TRIAL (PLAINTIFF'S EXHIBIT 9), THEN DEDUCTING THE ESTIMATED REPAIR COST FOR APPELLANT'S VEHICLE. (TR. AT 21). THIS METHOD AND THE AMOUNTS DETERMINED WERE UNCONTESTED BY APPELLEE AT TRIAL. THE TRIAL COURT ERRED IN NOT AWARDING THIS AMOUNT, OR ANY AMOUNT, FOR DAMAGES FROM APPELLANT'S LOSS OF VEHICLE. THE TRIAL COURT ERRED FURTHER IN NOT TREBLING THESE DAMAGES."

V

{¶ 23} CLAIM WAS MADE UNDER THE CSPA FOR $5,000 IN NONECONOMIC DAMAGES, AS PROVIDED FOR BY R.C. 1345.09(A), FOR MENTAL ANGUISH, EMOTIONAL DISTRESS, INCONVENIENCE, AGGRAVATION, AND FRUSTRATION INCURRED FROM THE INTENTIONAL AND MALICIOUS FRAUDULENT ACTIVITY OF APPELLEE. (TR. AT 14). CASE LAW SUPPORTS THE AWARDING OF CLAIMS FOR NONECONOMIC DAMAGES WHICH WAS UNCONTROVERTED IN COURT."

VI

{¶ 24} APPELLEE HAS BEEN ENGAGED IN ILLEGAL AND FRAUDULENT ACTIVITY FOR MANY YEARS THROUGH HIS "CERTIFIED" AUTOMOTIVE REPAIR AND OTHER ILLEGAL "CERTIFIED" BUSINESSES, AND INJUNCTION WAS REQUESTED THROUGH THE COURT TO PUT APPELLEE ON NOTICE OF ADDITIONAL PENALTIES AND SANCTIONS FOR CONTINUED OPERATION OF HIS ILLEGAL BUSINESSES (TR. AT 14, 22), AND ANY CONTINUED BUSINESS ACTIVITY WITHOUT SATISFYING HIS CSPA JUDGMENT. (PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT OCTOBER 30, 2019). THE TRIAL COURT ERRED IN NOT DECLARING THIS INJUNCTION AGAINST APPELLEE."

VII

{¶ 25} "AN ATTORNEY WAS NOT PRESENT FOR APPELLANT DURING TRIAL, ALTHOUGH APPELLANT DID NOT INDICATE HE HAD NO ATTORNEY COSTS. R.C. 1345.09(F)(2) PERMITS A TRIAL COURT TO AWARD REASONABLE ATTORNEY FEES TO A PREVAILING PARTY FOR LEGAL SERVICES REASONABLY PERFORMED AGAINST A PERSON WHO HAS "KNOWINGLY COMMITTED AN ACT OR PRACTICE" THAT VIOLATES THE ACT. APPELLEE KNOWINGLY COMMITTED

FRAUD AGAINST APPELLANT IN VIOLATION OF THE ACT, AND THE TRIAL COURT ERRED IN NOT AWARDING ATTORNEY COSTS."

I

{¶ 26} Preliminarily, we note this case is before this court on the accelerated calendar which is governed by App.R. 11.1. Subsection (E), determination and judgment on appeal, provides in relevant part: “The appeal will be determined as provided by App.R. 11.1. It shall be sufficient compliance with App.R. 12(A) for the statement of the reason for the court's decision as to each error to be in brief and conclusionary form.”

{¶ 27} One of the important purposes of the accelerated calendar is to enable an appellate court to render a brief and conclusory decision more quickly than in a case on the regular calendar where the briefs, facts, and legal issues are more complicated. *Crawford v. Eastland Shopping Mall Assn*., 11 Ohio App.3d 158, 463 N.E.2d 655 (10th Dist.1983).

{¶ 28} This appeal shall be considered in accordance with the aforementioned rules.

{¶ 29} In his first assignment of error, Doff argues the trial court issued a ruling on only two of his ten alleged violations of the CPSA. Doff does not indicate which violations the trial court failed to rule on. Our examination of the record reveals the trial court ruled on two of the three alleged violations raised in Doff’s July 17, 2018 complaint – that Lipford had engaged in a deceptive act in connection with a consumer transaction by holding himself out as certified in various aspects of auto repair – violations of R.C. 1345.02(A) and R.C. 1345.02(B)(9). Although Doff sets forth specific violations of the CSPA allegedly committed by Lipford in his brief, only three of these alleged violations appeared in his

complaint. The trial court was not required to rule on alleged infractions which were never raised in Doff's complaint.

{¶ 30} Additionally, although Doff alleged in his complaint the Lipford violated R.C. 1345.02(G) by failing to register a fictitious business name, R.C 1345.02(G) does not address fictitious business names. Rather, that section states:

> (G) Without limiting the scope of division (A) of this section, the failure of a supplier to obtain or maintain any registration, license, bond or insurance required by state law or local ordinance for the supplier to engage in the supplier's trade or profession is an unfair or deceptive act.

{¶ 31} While we note Doff alleged Lipford was not an ASE certified mechanic, and the trial court agreed that Lipford holding himself out as such was an unfair or deceptive consumer sales practice, Doff also never presented any evidence to show such certification is required by any state or local law before one may engage in auto repair services. We therefore find Doff suffered no prejudice in the trial court's failure to specifically mention R.C. 1345.02(G).

{¶ 32} Doff further suffered no prejudice in the trial court's failure to rule on his assertion that Lipford had failed to register a fictitious business name. A "fictitious name" generally means "a name used in business or trade that is fictitious and that the user has not registered or is not entitled to register as a trade name." R.C. 1329.01(A)(2).

{¶ 33} A person doing business under a fictitious name is generally prohibited from commencing or maintaining an action in that fictitious name unless it is registered with the Secretary of State. R.C. 1329.01(B). However, an action may be commenced against the user of a fictitious name even if the name is not registered or reported. R.C. 1329.10(C). What is more, "[t]he failure to report a fictitious name to the Secretary of State is not among the violations listed in R.C. 1345.02, 1345.03, and 12345.05, or in Ohio Adm.Code Chapter 109:4-3." *Ganson v. Vaughn*, 135 Ohio App.3d 689, 694, 735 N.E.2d 483 (1st Dist. 1999).

{¶ 34} Thus, failure to register a fictitious name is not a violation under the CSPA, and Doff was obviously able to commence an action against Lipford. He therefore suffered no prejudice in the trial court's failure to specifically address this portion of his complaint.

{¶ 35} The first assignment of error is overruled.

II

{¶ 36} Doff next asserts the trial court erred in failing to award three times his actual damages or $200 per violation, whichever is greater, for each CSPA violation pursuant to R.C. 1345.02(B)(9). We disagree.

{¶ 37} The CSPA "prohibits unfair or deceptive acts or practices and unconscionable acts or practices by suppliers in consumer transactions." *Einhorn v. Ford Motor Co*., 48 Ohio St.3d 27, 29, 548 N.E.2d 933 (1990). Pursuant to R.C. 1345.09(A), a consumer who has been the victim of unfair or deceptive acts or practices may choose between rescinding the transaction or seeking actual economic damages. In some cases the damage award may be trebled. Specifically, pursuant to R.C. 1345.09(B), a consumer

may recover "three times the amount of the consumer's actual economic damages or [$200], whichever is greater," when:

> [T]he violation was an act or practice to be declared deceptive or unconscionable by rule adopted under division (B)(2) of section 1345 .05 of the Revised Code before the consumer transaction on which the action is based, or an act or practice determined by a court of this state to violate section 1345.02, 1345.03, or 1345.031 of the Revised Code and committed after the decision containing the determination has been made available for public inspection under division (A)(3) of section 1345.05 of the Revised Code[.]

{¶ 38} Doff was required to produce evidence demonstrating he met the requirements of R.C. 1345.09(B) in order to receive treble damages. *Bodenberg v. Duggan Homes, Inc*., 2nd Dist. Montgomery No. 20311, 2004-Ohio-5935 ¶ 24. In other words, he "must either show that the act or practice was declared to be deceptive or unconscionable by a regulation promulgated by the Attorney General, or that an Ohio court previously determined that the act or practice violated R.C. 1345.02, 1345.03, or 1345.031 and that court decision was made available for public inspection." R.C. 1345.09(B); *Nelson v. Pieratt*, 12th Dist. Clermont No. CA2011-02-011, 2012-Ohio-2568 ¶ 20.

{¶ 39} Doff produced no such evidence at trial, and raises no argument here on appeal that he did. He is therefore not entitled to treble damages and the trial court did not err in failing to award the same. The second assignment is overruled.

III, IV

{¶ 40} We address Doff's third and fourth assignments of error together. In his third assignment of error, Doff argues the trial court erred when it failed to rule on his request for replacement value of the Jeep, and by pointing out he had failed to file an action for replevin. In his fourth assignment of error Doff argues his claim of $2000 replacement value for the Jeep was "conservative and reasonable" and the trial court therefore erred in failing to award that amount and further erred in failing to treble the amount.

{¶ 41} First, as we have already discussed above, Doff is not entitled to treble damages.

{¶ 42} Next, Doff's complaint never requested return of the Jeep or $2000, but rather "$1767 for the replacement value of the vehicle. . ." It is apparent from the judgment entry that the trial court did not find the value of the Jeep claimed by Doff to be credible. As noted by the trial court, Doff presented internet advertisements for operable 1997 Jeep Cherokees, not an inoperable, disassembled 1997 Jeep Cherokee. Although not specifically stated, it appears the trial court found the Jeep was of no value, granted Doff rescission of his contract with Lipford and awarded Doff the $40 he paid for the diagnostic.

{¶ 43} Finally, we find no error in the trial court's finding that Doff failed to include an action for replevin in this lawsuit. As we recently explained in *Carlton v. Johnson*, 5th Dist. Stark No. 2016CA00006, 2016-Ohio-7313 ¶ 28-29:

"In Ohio, replevin is solely a statutory remedy." *Gregory v. Martin*, 7th Dist. Jefferson No. 15 JE 17, 2016-Ohio-650, 2016 WL 698619, ¶ 20, citing *America Rents v. Crawley*, 77 Ohio App.3d 801, 804, 603 N.E.2d 1079 (10th Dist.1991).

> A replevin suit simply seeks to recover goods from one who wrongfully retains them at the time the suit is filed. Replevin does not even require an 'unlawful taking.' The plaintiff in replevin need only prove that he is entitled to certain property and that the property is in the defendant's possession.

Gregory at ¶ 20, quoting *Wysocki v. Oberlin Police Dept*., 9th Dist. Lorain No. 13CA010437, 2014-Ohio-2869, 2014 WL 2957713, ¶ 7, quoting *Wilson v. Jo-Ann Stores, Inc*., 9th Dist. Summit No. 26154, 2012-Ohio-2748, 2012 WL 2337251, ¶ 11.

"An action in replevin is founded upon an unlawful detention, regardless of whether an unlawful taking has occurred. The action 'is strictly a possessory action, and it lies only in behalf of one entitled to possession against one having, at the time the suit is begun, actual or constructive possession and control of the property.' " (Citation omitted.) *Black v. Cleveland* (1978), 58 Ohio App.2d 29, 32, 12 O.O.3d 36, 38, 387 N.E.2d 1388, 1390." *Tewarson v. Simon*, 141 Ohio App.3d 103, 117, 750 N.E.2d 176 (9th Dist.2001).

{¶ 44} Doff argues an action of replevin is not specified as a venue of recourse under the CSPA, would have required a separate filing and additional expense, and would not likely have been successful. If indeed Doff desired to regain possession of the Jeep, however, none of these arguments are valid. Doff could have included an action for replevin with his complaint. He did not do so, and the trial court in no way erred by mentioning that fact.

{¶ 45} The third and fourth assignments of error are overruled.

V

{¶ 46} In his fifth assignment of error, Doff argues he was entitled to $5000 in noneconomic damages pursuant to R.C. 1345.09(A) for "mental anguish, emotional distress, inconvenience, aggravation and frustration incurred from the intentional and malicious fraudulent activity of Appellee." He argues the trial court's failure to award noneconomic damages was against the manifest weight of the evidence. We disagree.

{¶ 47} First, Doff mentions here and at various other places in his brief that his testimony was not contested by Lipford at trial. We note that "the mere fact that testimony is uncontradicted, unimpeached, and unchallenged does not require the trier of fact to accept the evidence * * * (citations omitted). The trier of facts always has the duty, in the first instance, to weigh the evidence presented, and has the right to accept or reject it." *Favors v. Burke*, 8th Dist. Cuyahoga App. No 98617, 2013-Ohio-823, ¶11 citing *Ace Steel Baling v. Porterfield*, 19 Ohio St.2d 137, 138, 249 N.E.2d 892 (1969) and *Rogers v. Hill*, 124 Ohio App.3d 468, 470,706 N.E.2d 438 (1998).

{¶ 48} Next, on review for manifest weight, the standard in a civil case is identical to the standard in a criminal case: a reviewing court is to examine the entire record, weigh the evidence and all reasonable inferences, consider the credibility of witnesses and determine "whether in resolving conflicts in the evidence, the jury [or finder of fact] clearly lost its way and created such a manifest miscarriage of justice that the conviction [decision] must be reversed and a new trial ordered." *State v. Martin*, 20 Ohio App.3d 172, 175, 485 N.E.2d 717 (1st Dist.1983). *State v. Thompkins*, 78 Ohio St.3d 380, 387, 678 N.E.2d 541 (1997), quoting Black's Law Dictionary 1594 (6th Ed.1990), the Supreme Court of Ohio explained the following:

> Weight of the evidence concerns "the inclination of the *greater amount of credible evidence*, offered in a trial, to support one side of the issue rather than the other. It indicates clearly to the jury that the party having the burden of proof will be entitled to their verdict, if, on weighing the evidence in their minds, they shall find the *greater amount of credible evidence* sustains the issue which is to be established before them. Weight is not a question of mathematics, but depends on its effect in *inducing belief*." (Emphasis sic.)

{¶ 49} In weighing the evidence, however, we are always mindful of the presumption in favor of the trial court's factual findings. *Eastley v. Volkman*, 132 Ohio St .3d 328, 2012-Ohio-2179, 972 N.E.2d 517.

{¶ 50} R.C. 1345.09(A) provides:

> (A) Where the violation was an act prohibited by section 1345.02, 1345.03, or 1345.031 of the Revised Code, the consumer may, in an individual action, rescind the transaction or recover the consumer's actual economic damages plus an amount not exceeding five thousand dollars in noneconomic damages.

{¶ 51} The Supreme Court of Ohio has not defined the scope of noneconomic damages permitted under R.C. 1345.09(A). It has, however, "noted that Ohio courts and federal courts interpreting comparable federal consumer protection laws have awarded noneconomic damages for inconvenience, aggravation, frustration, humiliation, and mental distress caused by violations of the act. This interpretation is thus consistent with the general tort definition set forth in R.C. 2315.18(A)(4) and is sometimes referred to as damages for pain and suffering." *Favors v. Burke*, 8th Dist. Cuyahoga No. 98617, 2013-Ohio- 823 ¶ 7, internal citations omitted.

{¶ 52} Doff cites *Favors v. Burke*, supra in support of his contention that he is entitled to noneconomic damages. In that matter, testimony and evidence was presented indicating that plaintiff sought psychological counseling due to the mental distress caused by defendant. Doff also cites *Whitaker v. M.T Automotive, Inc*, 11 Ohio St.3d 177, 2006-Ohio-5481, N.E.2d 825. In that matter the court noted "To the extent the evidence shows intentional or malicious actions on the part of [defendant], [plaintiff] may recover damages for mental anguish or emotional distress as part of his CSPA remedy." *Id*. at ¶ 34.

{¶ 53} Here, Doff made a claim of "mental anguish and emotional distress." At trial Doff's evidence consisted of a statement that Lipford had a previous conviction for menacing and that he felt Lipford's interaction with him "was along that same type of level of menacing and attempting intimidation." T. 14. We have examined the text messages introduced as exhibits in this matter by Doff. They do not evidence any threatening or malicious behavior by Lipford. In fact, if any threats were made, they were made by Doff. Plaintiff's exhibit 2. We therefore find the trial court's finding that Doff did not establish any noneconomic damages is not against the manifest weight of the evidence.

{¶ 54} The fifth assignment of error is overruled.

VI

{¶ 55} In his sixth assignment of error, Doff faults the trial court for failing to declare an injunction. Again, however, Doff's complaint did not request this remedy and the trial court was not required to rule on a remedy not requested. The sixth assignment of error is overruled.

VII

{¶ 56} Finally, Doff contends the trial court erred in failing to award him attorney fees pursuant to R.C. 1345.09(F)(2). Doff is not, however, entitled to attorney fees as he is not a licensed attorney, but rather a pro se litigant. R.C. 1345.09(F)(2) provides for reasonable attorney's fees, not compensation for pro se litigants. See *Freeman v. Wilkinson*, 65 Ohio St.3d 307, 309, 603 N.E.2d 993 (1992).

{¶ 57} The seventh assignment of error is overruled.

By Wise, Earle, J.

Delaney, P.J. and

Baldwin, J. concur.

EEW/rw