

IN THE OHIO COURT OF APPEALS
FIFTH APPELLATE DISTRICT
RICHLAND COUNTY, OHIO

VERONICA FERGUSON

Plaintiff - Appellee

-vs-

TRI-R TOOLING INC., et al.

Defendants - Appellees

and

ANNETTE WINDSOR

Defendant-Appellant

Case Nos. 2026 CA 0031 and
2026 CA 0035

Opinion & Judgment Entry

Appeals from the Court of Common Pleas
of Richland County, Case No.
2024 CV 0366

Judgment: Affirmed

Date of Judgment: October 19, 2026

BEFORE: William B. Hoffman, Kevin W. Popham, and David M. Gormley, Judges

APPEARANCES: Annette Windsor, Mansfield, Ohio, briefed the case on her own behalf as Defendant-Appellant.

Gormley, J.

{¶1} Annette Windsor asks us to overturn several trial-court orders, including orders directing her to pay court costs and subpoena fees, denying a motion from her seeking relief from judgment, and directing her to provide to the trial court an email address so court filings could be sent to her. Because the trial court did not err by issuing these orders, we affirm.

The Key Facts

{¶2} The plaintiff in the case sued Windsor for defamation and other alleged torts, prompting Windsor to respond with a counterclaim alleging slander and libel on the part of the plaintiff. Eventually, those two parties resolved their differences and filed a signed agreement indicating that they were dismissing all of their claims and counterclaims in the

case. The one-page agreement that they jointly filed indicated that “[c]osts” were to be “split equally” between them.

{¶3} Days later, the clerk of the court sent notices to the plaintiff and to Windsor about their court-cost obligations in the case. The plaintiff’s bill totaled \$769.20, while Windsor’s was \$1,108.20, with the difference between them attributed to some expenses associated with subpoenas that Windsor had asked the clerk to send several months earlier.

{¶4} Windsor then filed motions asking the trial judge to (1) waive Windsor’s obligation to pay any court costs, (2) recalculate her court-cost obligation and to shift some of her costs onto the plaintiff so that each of them would be obligated to pay the same amount, (3) send all future court orders in the case to her by ordinary mail rather than by email (and to direct all parties to likewise serve any filings on Windsor by ordinary mail rather than email), and (4) grant relief to her from the “judgment” in the case. The trial judge denied all four requests. Windsor now appeals.

The Trial Court Had No Obligation to Excuse Windsor from Paying Court Costs

{¶5} According to Windsor, she is indigent, and the trial judge therefore ought to have waived her obligation to pay any court costs. Yet whatever her financial circumstances may be, we see no abuse of discretion in the trial judge’s refusal to excuse Windsor from paying those costs.

{¶6} Civil litigants of limited financial means are permitted under R.C. 2323.31 to apply for indigency status, and if a trial court approves the completed application, the clerk of the court will — according to the statute — “waive the advance deposit” typically required for the filing of any civil action or proceeding. Yet that kind of advance-deposit waiver does

not eliminate the indigent party's obligation to eventually pay any court costs in full. *Crenshaw v. Howard*, 2022-Ohio-3914, ¶ 37 (8th Dist.).

{¶7} For a full waiver of court costs, a party must seek the court's approval. *Manville v. Hazen*, 2019-Ohio-1133, ¶ 11 (8th Dist.). At the trial court's discretion, costs can be waived for civil litigants who are indigent. *Yeager v. Moody*, 2012-Ohio-1691, ¶ 8 (7th Dist.). Only if the trial court abuses its discretion will an appellate court overturn a denial of a request for the waiver of costs. *Id.*

{¶8} The trial court in this case denied Windsor's request that all court costs be waived, and we see no abuse of discretion in that decision. According to the trial judge, Windsor's assets and monthly income provide her with the means to pay her court-cost bill, and nothing in the record before us prompts us to second-guess that ruling.

The Amount Charged to Windsor Was Not Unfair or Inequitable

{¶9} If she must pay court costs, Windsor says, her court-cost bill at least ought not be any greater than the one sent to the plaintiff, particularly given that she and the plaintiff agreed to split all costs equally. The trial judge ruled otherwise, finding that Windsor owed extra money for some subpoenas that she had asked the clerk to send several weeks before Windsor and the plaintiff agreed to dismiss their claims against each other.

{¶10} We agree with the trial judge's handling of the issue. As the trial judge noted, Civil Rule 45(B) calls for the clerk of court (or other person tasked with serving a subpoena) to "tender[]" to the party who receives the subpoena "the fees for one day's attendance and the mileage allowed by law." In this case, when Windsor asked that the clerk issue subpoenas for her, the trial judge agreed, but, noting that the clerk is not in the business of "front[ing] the costs of witness fees and mileage . . . in a civil case," the judge also directed the clerk to

“immediately” send a bill to Windsor for the necessary fees. The clerk did so, but Windsor had not paid those fees when, several weeks later, she and the plaintiff agreed to dismiss their respective claims.

{¶11} In the trial judge’s view, the parties’ one-page agreement calling for them to split any court costs equally did not apply to Windsor’s existing obligation to pay the outstanding subpoena-fees bill, so that separate obligation was added to Windsor’s bill for her half of the court costs in the case.

{¶12} That outcome strikes us as entirely reasonable. Ohio courts traditionally distinguish between court costs on the one hand and the expenses associated with the service of a subpoena on the other. See *Wingfield v. Howe*, 2006-Ohio-276, ¶ 56 (8th Dist.) (“the trial court properly refused to tax the expense for subpoenas because no statutory authority exists to allow that these expenses be treated as costs”); *Wells v. Hoppel*, 2001-Ohio-3171, ¶ 21 (7th Dist.) (holding that “the trial court properly refused to tax . . . the expense for serving subpoenas” as court costs); *id.* at ¶ 20 (explaining that the only items classified as court costs are those for which “statutory authority” exists allowing them to be “taxed as costs”).

{¶13} In the end, the trial court — in accordance with the one-page dismissal agreement signed by Windsor and the plaintiff — split the court costs equally, but the judge rightly chose to treat as a separate expense the subpoena fees that Windsor had neglected to pay for several weeks. That latter expense was one that she alone owed, and the trial court did nothing wrong by directing her to pay it along with her half of the court-cost bill.

The Trial Court Reasonably Directed Windsor to Comply with a Local Court Rule That Calls for Service of Documents by Email

{¶14} Windsor next argues that she ought not have been required to provide her email address to the trial court, and she attacks the trial court’s preference for sending court filings to her by email rather than by regular mail. She also claims that the court was to blame when documents sent to her by email did not — she says — land in her email inbox.

{¶15} We see no support for Windsor’s stance on this issue. In the trial court’s view, the sending of court filings to parties or their attorneys by email is sufficient, and if Windsor instead insisted on receiving court filings by regular mail, she would, according to an order issued by the trial judge, first need to pay a postage fee for each one.

{¶16} Court rules at the local and state level support the trial court’s approach. *See* Richland C.P., Gen.Div. Loc.R. 9.03 (describing as “sufficient service or delivery” by the court or the clerk the emailing of any “document, notice, or other paper” issued by the court); Richland C.P., Gen.Div. Loc.R. 10.03 and 10.06 (directing attorneys to list an email address on court filings, and also directing unrepresented parties to list an “e-mail address for service by electronic means” on each of their filings); Civ.R. 5(B)(2)(f) (explaining that a document is properly served on other parties if is sent to an “e-mail address provided . . . by the attorney or party to be served”).

{¶17} And if Windsor’s computer or her email server were not functioning well, those were not concerns that the trial court was responsible for addressing. In short, we see no service-related errors by the trial court that need correcting here.

Because the Trial Court Had Not Issued a Judgment in the Case, Windsor’s Motion for Relief from Judgment Was Rightly Denied by that Court

{¶18} Windsor’s final argument focuses on the trial court’s refusal to grant the Civil Rule 60(B) motion for relief from judgment that she filed less than three weeks after she voluntarily dismissed her claims. Yet precisely because all claims had been voluntarily

dismissed by both Windsor and the plaintiff before any judgment had been issued in the case, we agree with the trial court that a motion for relief from judgment was not a proper vehicle for Windsor to try to undo the one-page voluntary dismissal that she herself had signed.

{¶19} A “[j]udgment,” according to Civil Rule 54(A) is a “written entry . . . signed by a judge.” The trial judge in this case played no role in crafting — and certainly did not sign — the one-page agreement under which Windsor and the plaintiff voluntarily dismissed their claims against each other. And though Civil Rule 60(B) allows a litigant to seek relief not only from a “final judgment” but also from an “order or proceeding,” we can find no support for Windsor’s view that the trial judge had authority under that rule to undo her own voluntary settlement of her case. In fact, Ohio courts appear to uniformly embrace the view adopted by the trial court in this case. *See, e.g., Hensley v. Henry*, 61 Ohio St.2d 277, 279 (1980) (the first voluntary dismissal by a party of that party’s civil claims “is not a final judicial determination from which Civ.R. 60(B) can afford relief”); *Hutz v. Gray*, 2009-Ohio-3410, ¶ 58 (11th Dist.) (“A first dismissal pursuant to Civ.R. 41(A)(1)(a), unlike a second dismissal, does not act as an adjudication upon the merits for purposes of Civ.R. 60(B)”); *Colvin v. Abbey’s Restaurant, Inc.*, 131 Ohio App.3d 439, 443 (9th Dist. 1999) (noting that “a settlement agreement” dismissing a case is “generally not reviewable by way of a Civ.R. 60(B) motion”).

{¶20} In sum, we see no error in the trial court’s refusal to undo a judgment when in fact no judgment had been entered. Nothing in the record before us suggests that the March 2026 Civil Rule 41(A)(1)(b) voluntary dismissal by Windsor of her counterclaims was anything other than a first dismissal, so Civil Rule 60(B) was not available to her as an avenue for attacking her own voluntary agreement to dismiss those claims.

{¶21} For the reasons explained above, the judgment of the Court of Common Pleas of Richland County is affirmed. Costs are to be paid by Appellant Annette Windsor.

By: Gormley, J.;

Popham, P.J. and

Hoffman, J. concur.