

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
MAHONING COUNTY

MICHAEL IZQUIERDO,

Plaintiff-Appellant,

v.

FORD MOTOR COMPANY,

Defendant-Appellee.

OPINION AND JUDGMENT ENTRY **Case No. 26 MA 0030**

Civil Appeal from the
Court of Common Pleas of Mahoning County, Ohio
Case No. 2025 CV 2520

BEFORE:

Mark A. Hanni, Cheryl L. Waite, Carol Ann Robb, Judges.

JUDGMENT:

Affirmed.

Michael Izquierdo, *Pro se*, Plaintiff-Appellant and

Atty. Jeremiah J. Wood, Baker & Hostetler, LLP, and *Atty. Derek J. Linkous, Bush Seyferth, PLLC*, Defendant-Appellee.

Dated: September 2, 2026

HANNI, J.

{¶1} Plaintiff-Appellant, Michael Izquierdo, appeals from a Mahoning County Common Pleas Court judgment dismissing his complaint for breach of contract and fraudulent inducement against Defendant-Appellee, Ford Motor Company, for failure to state a claim upon which relief could be granted. Because Appellant failed to allege any facts as to the essential elements of his claims, the trial court’s judgment is affirmed.

{¶2} This case originally stems from Appellant’s purchase of a vehicle from a Ford dealership on September 1, 2023. Appellant filed a small claims complaint against Appellee for damages related to the alleged negligent handling of a vehicle recall and repair delays. Appellant sought \$6,000 in damages.

{¶3} The parties settled the case pursuant to a September 2025 Settlement Agreement (the Settlement Agreement). Pursuant to the Settlement Agreement, Appellee agreed to pay Appellant \$6,000. The Settlement Agreement further provided: “the settlement proceeds shall be due and payable to Plaintiff on the date that Plaintiff receives said settlement proceeds. Plaintiff expressly waives any and all claim to interest on the settlement proceeds.”

{¶4} On September 24, 2025, Appellant, acting pro se, filed a complaint against Appellee claiming “damages arising from post-settlement tortious conduct”. He asserted that on September 3, 2025, the parties entered into the Settlement Agreement resolving a prior dispute for the agreed amount of \$6,000. The complaint alleged Appellee’s counsel assured Appellant the check would be issued “promptly” and delivered via FedEx once it was processed. Nonetheless, the complaint asserted Appellee’s counsel informed Appellant the check would not be available until October 3, 2025, and FedEx would then deliver it. Appellant alleged this delay caused him financial hardship.

{¶5} On October 28, 2025, Appellee filed a motion for leave to plead. The very next day, Appellant filed a motion for default judgment and opposition to the motion for leave.

{¶6} On October 30, 2025, the trial court granted Appellee’s motion for leave to plead until November 19, 2025.

{¶17} On October 31, 2025, Appellant filed a motion for leave to file an amended complaint to add two claims of fraudulent inducement based on “newly clarified” evidence: (1) Appellee’s August 2025 letter falsely stating recall parts were available and (2) Appellee’s September 2025 “misrepresentation” that the settlement check would be overnighted.

{¶18} That same day, Appellant also filed a motion for reconsideration and an objection to the order granting the extension of time.

{¶19} The court set the motion for leave to file an amended complaint for non-oral hearing to take place on November 20, 2025.

{¶10} In the meantime, on November 5, 2025, Appellant filed a motion for an expedited ruling on the pending motions. And on November 7, 2025, he filed a notice of pending “emergency” motions and motion for expedited review. Then on November 12, 2025, Appellant filed an “emergency notice of prejudice due to delayed review of pending motions and notice of intent to seek mandamus (Supreme Court of Ohio)”. Next, on November 18, 2025, Appellant filed a motion for default judgment.

{¶11} On November 19, 2025, Appellee filed a motion for more definite statement requesting the court order Appellant to attach a copy of the Settlement Agreement to his complaint. Appellant filed a response in opposition the next day.

{¶12} On November 20, 2025, the trial court issued a judgment on the pending motions. The court granted Appellant’s motion for leave to file an amended complaint. The court then found Appellant’s other motions to be moot or overruled.

{¶13} On November 21, 2025, Appellee again filed a motion for more definite statement, stating that Appellant failed to attach a copy of the Settlement Agreement to his amended complaint. The court set the matter for non-oral hearing to take place on December 19, 2025.

{¶14} On December 4, 2025, Appellant filed a motion for default judgment claiming Appellee had failed to plead or answer. Also on this day, Appellant filed a “notice of ongoing and escalating financial harm”. And he filed a request for “attorney-equivalent” fees. Several days later, on December 8, 2025, Appellant filed a motion for sanctions alleging Appellee had engaged in bad-faith litigation conduct.

{¶15} The trial court overruled Appellant’s motion for default judgment on December 8, 2025. On December 9, 2025, the court set the matter for a non-oral hearing on Appellant’s outstanding motions for January 5, 2026.

{¶16} On December 22, 2025, the magistrate issued a decision on Appellee’s motion for a more definite statement. The magistrate found Appellant’s amended complaint was firmly based upon the Settlement Agreement and its alleged breach by Appellee along with alleged fraudulent inducement. The magistrate found a copy of the Settlement Agreement was required by Civ.R. 10(D)(1) and provided Appellant with 14 days to file it. Appellant complied and filed a copy of the Settlement Agreement on January 6, 2026.

{¶17} On January 7, 2026, the trial court overruled Appellant’s motions for sanctions and attorney-equivalent fees.

{¶18} On January 19, 2026, Appellant filed his second amended complaint now raising one count of breach of contract and one count of fraudulent inducement. There is no indication he sought leave to file this second amended complaint. Nonetheless, Appellee filed an answer on February 2, 2026.

{¶19} On February 5, 2026, Appellant filed a motion to (1) vacate the court’s January 7, 2026 judgment, (2) strike Appellee’s answer as a “sham pleading”, and (3) enter “renewed lodestar sanctions for fraud upon the court”. The trial court overruled this motion.

{¶20} On February 12, 2026, Appellee filed a Civ.R. 12(C) motion for judgment on the pleadings. Appellee alleged neither claim was supported by well-pleaded facts nor did the claims identify any actionable conduct by it.

{¶21} That same day, Appellant filed a memorandum in opposition to Appellee’s motion for judgment on the pleadings, a cross-motion to convert the matter to a summary judgment motion, and a motion for a discovery hearing.

{¶22} On February 17, 2026, Appellant filed an “emergency motion” to set aside the magistrate’s decision filed that same day requiring Appellant’s presence to verify his need for assistance, which Appellant asserted in a previous pleading.

{¶23} On February 19, 2026, Appellant filed a motion for leave to file his third amended complaint and update lodestar accounting. He attached his third-amended

complaint, which now added numerous claims including fraud upon the court, “racketeering pattern”, and unconscionable acts.

{¶24} That same day Appellant filed another “emergency motion”, this time to stay a scheduled hearing pending a “mandatory forensic audit of tempered evidence.” He also filed a “verified emergency ex parte motion for temporary restraining order and preliminary injunction.”

{¶25} The magistrate issued his decision on February 20, 2026. The magistrate found that, even construing all of Appellant’s allegations in the light most favorable to him, the second amended complaint failed to set forth sufficient facts to establish all essential elements of the asserted claims. More specifically, the magistrate found:

- a. A breach of contract claim against Defendant, Ford Motor Company.
The parties are in agreement that a valid Settlement Agreement was executed and fully performed. The Plaintiff, Michael Izquierdo, has failed to allege facts establishing a breach attributable to Defendant, Ford Motor Company.
- b. A fraudulent inducement claim against Defendant, Ford Motor Company. Plaintiff, Michael Izquierdo, has failed to allege facts establishing a material, knowing misrepresentation made with the intent to induce reliance and justifiable reliance causing injury. Plaintiff, Michael Izquierdo, has failed to allege facts establishing that Defendant, Ford Motor Company, lied to him about when he would get his settlement check. In fact, the Settlement Agreement specifically states that “the settlement proceeds shall be due and payable to Plaintiff on the date that Plaintiff receives said settlement proceeds”. Plaintiff, Michael Izquierdo, received the settlement check.

(Feb. 20, 2026, decision). The magistrate found that mere conclusory allegations unsupported by operative facts were insufficient to state a claim upon which relief could be granted. Therefore, the magistrate granted Appellee’s motion for judgment on the pleadings. The magistrate also stated that all pending notices, motions, and pleadings not specifically addressed in the decision were dismissed as moot.

{¶26} Appellant filed objections to the magistrate’s decision. The trial court overruled the objections, adopted the magistrate’s decision, and entered judgment accordingly.

{¶27} Appellant filed a timely notice of appeal on March 16, 2026. He now raises four assignments of error.

{¶28} Appellant’s first assignment of error states:

THE TRIAL COURT ERRED IN GRANTING DEFENDANT’S CIV.R. 12(C)
MOTION WHERE MATERIAL ISSUES OF FACT EXISTED.

{¶29} Appellant argues the parties presented competing positions regarding the authenticity and terms of the Settlement Agreement. Therefore, he contends a genuine issue of fact exists that precluded a judgment on the pleadings.

{¶30} Appellant has waived this issue on appeal. In his February 12, 2026 memorandum in opposition to the motion for judgment on the pleadings, Appellant did not argue that the parties presented competing positions regarding the authenticity and terms of the Settlement Agreement.

{¶31} A party’s failure to raise an argument in response to a Civ.R. 12(C) motion for judgment on the pleadings and properly preserve the issue for appellate review waives that party’s right to raise the issue on appeal. *Maynard v. Norfolk S. Ry.*, 2009-Ohio-3143, ¶ 15 (4th Dist.), quoting *Bob Malcolm Chrysler-Plymouth Dodge v. Grooms*, 1999 WL 1125117, *1 (4th Dist. Dec. 1, 1999). Thus, Appellant waived any argument on this point by failing to raise the issue in the trial court.

{¶32} Even if Appellant had properly raised the issue of the authenticity of the Settlement Agreement, the result would be the same.

{¶33} On February 16, 2026, Appellant filed a “supplemental memorandum in opposition to motion for judgment on the pleadings and motions for judicial notice and forensic discovery.” In this filing, Appellant asserts that Appellee attached a “reconstructed composite (‘stitched’) rather than a contemporaneous scan of the [Settlement Agreement].” He asks “to compel the Native Metadata to determine the creation date and modification history.”

{¶34} The standard of review for a Civ.R. 12(C) motion for judgment on the pleadings is de novo. *Ahmed v. Sargus*, 2005-Ohio-2382, ¶ 7 (7th Dist.). In reviewing a

Civ.R. 12(C) ruling, the court may grant judgment on the pleadings only where no material issue of fact exists and the moving party is entitled to judgment as a matter of law. *State ex rel. Pirman v. Money*, 69 Ohio St.3d 591, 592-593 (1994). Appellate review of a Civ.R. 12(C) motion is limited to the allegations contained in the pleadings and any writings properly attached to the pleadings. *Peterson v. Teodosio*, 34 Ohio St.2d 161 (1973).

{¶35} Civ.R. 12(C) governs motions for judgment on the pleadings: “After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings.” Pursuant to the Rule, “dismissal is appropriate where a court (1) construes the material allegations in the complaint, with all reasonable inferences to be drawn therefrom, in favor of the nonmoving party as true, and (2) finds beyond doubt, that the plaintiff could prove no set of facts in support of his claim that would entitle him to relief.” *State ex rel. Midwest Pride IV, Inc. v. Pontious*, 75 Ohio St.3d 565, 570 (1996).

{¶36} Appellant attached an unsigned copy of the Settlement Agreement to his second amended complaint. (Second Amended Complaint, Ex. A). In his second amended complaint, Appellant stated: “A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit A and incorporated by reference.” Exhibit A, which Appellant admits is a true and accurate copy of the Settlement Agreement, is identical to the copy of the Settlement Agreement that Appellee attached to its answer. The only difference is Appellant attached the unsigned copy and Appellee attached the signed copy.

{¶37} Appellant now claims the parties presented competing positions regarding the authenticity and terms of the Settlement Agreement. But given that both parties attached the identical Settlement Agreement, there can be no dispute as to the authenticity of the document and its terms. Thus, the trial court properly considered the Settlement Agreement in ruling on Appellee’s motion.

{¶38} Accordingly, Appellant’s first assignment of error is without merit and is overruled.

{¶39} Appellant’s second assignment of error states:

THE TRIAL COURT ERRED BY ENFORCING A SETTLEMENT AGREEMENT DESPITE PLAINTIFF’S ALLEGATIONS OF FRAUDULENT INDUCEMENT.

{¶40} Appellant states he alleged that Appellee made material representations regarding the availability of recall repairs that were false or misleading and that he relied on these representations. He argues the trial court should have given him the opportunity to develop the facts. Therefore, Appellant claims the court erred in dismissing his case at the pleading stage.

{¶41} A party cannot attach purported evidentiary materials to its opposing brief in an attempt to convert a Civ.R. 12(C) motion to a motion for summary judgment or to attempt to create issues of fact. *Brady ex rel. Brady v. Hickman & Lowder, Co., L.P.A.*, 2003-Ohio-5649, ¶ 22 (8th Dist.), citing *Piersant v. Bryngelson*, 61 Ohio App.3d 359 (8th Dist. 1989). As the Eighth District has pointed out, there is no authority “that a motion made pursuant to Civ.R. 12(C) can be converted to a motion for summary judgment. This theory is mistaken. The language of Civ.R. 12(C) does not provide for conversion.” *Hersh v. Grumer*, 2021-Ohio-2582, ¶ 14 (8th Dist.), quoting *Piersant* at 363; See also *Kuhn v. Schmidt Bros., Inc.*, 2008-Ohio-1567, ¶ 10 (6th Dist.) (“Appellant appears to argue that appellees’ motion for judgment on the pleadings should have been considered as a motion for summary judgment. However, no legal authority exists in Ohio for a trial court to convert a Civ.R. 12(C) motion into one for summary judgment.”).

{¶42} A claim for fraudulent inducement must include the following elements: (1) an actual or implied false representation concerning a material fact; (2) knowledge of the falsity of the representation or such recklessness or utter disregard for its truthfulness that knowledge may be inferred; (3) intent to induce reliance on the representation; (4) justifiable reliance; and (5) injury proximately caused by the reliance. *Yo-Can, Inc. v. The Yogurt Exchange, Inc.*, 2002-Ohio-5194, ¶ 42 (7th Dist.).

{¶43} In his second amended complaint, Appellant asserted: “Defendant made material misrepresentations to Plaintiff regarding the manner and timing of Defendant’s performance.” (Second Amended Complaint, ¶ 17). Appellant never pleaded what the alleged misrepresentations were. While the factual allegations of a complaint are taken as true, unsupported legal conclusions are insufficient to withstand a Civ.R. 12(C)

judgment on the pleadings. *Johnson-Newberry v. Cuyahoga Cty. Child & Family Servs.*, 2019-Ohio-3655, ¶ 14 (8th Dist.), citing *Tate v. Garfield Hts.*, 2013-Ohio-2204, ¶ 9 (8th Dist.). Appellant’s statement in the complaint is nothing more than an unsupported legal conclusion.

{¶44} Additionally, Appellant claims in this assignment of error that he asserted Appellee made material representations regarding the availability of recall repairs that were false or misleading on which he relied. However, this allegation does not appear in Appellant’s second amended complaint.

{¶45} Because Appellant could prove no set of facts in support of his claim that would entitle him to relief, the trial court properly granted Appellee’s motion for judgment on the pleadings.

{¶46} Accordingly, Appellant’s second assignment of error is without merit and is overruled.

{¶47} Appellant’s third assignment of error states:

THE TRIAL COURT VIOLATED CIV.R. 6(C) AND PLAINTIFF’S RIGHT TO
DUE PROCESS BY RULING PRIOR TO EXPIRATION OF THE
RESPONSE PERIOD.

{¶48} On February 5, 2026, Appellant filed a motion to (1) vacate the court’s January 7, 2026 judgment, (2) strike Appellee’s answer as a “sham pleading”, and (3) enter “renewed lodestar sanctions for fraud upon the court”. The trial court overruled the motion five days later, on February 10, 2026.

{¶49} Appellant now argues the trial court erred in ruling on his motion before the response period ended on his motion. In so doing, Appellant argues the court violated Civ.R. 6(C).

{¶50} A trial court has broad control over its own docket. *JPMorgan Chase Bank, N.A. v. Gallabrese*, 2025-Ohio-733, ¶ 52 (7th Dist.), citing *State ex rel. Buck v. McCabe*, 140 Ohio St. 535, 537-538 (1942). Therefore, we review a challenge to the trial court’s control of its docket for abuse of discretion. *Id.* An abuse of discretion connotes more than an error of judgment; it implies that the trial court’s attitude was unreasonable, arbitrary, or unconscionable. *Blakemore v. Blakemore*, 5 Ohio St.3d 217, 219 (1983).

{¶51} According to Civ.R. 6(C), “[r]esponses to a written motion, other than

motions for summary judgment, may be served within fourteen days after service of the motion.”

{¶52} Pursuant to the Civil Rule then, *Appellee* had 14 days to file a response to Appellant’s February 5, 2026 motion. Appellee does not take issue with the fact that the trial court ruled on the motion five days after it was filed. Appellant cannot assert that the trial court disregarded Appellee’s right to respond.

{¶53} Accordingly, Appellant’s third assignment of error is without merit and is overruled.

{¶54} Appellant’s fourth assignment of error states:

THE TRIAL COURT ABUSED ITS DISCRETION BY GRANTING JUDGMENT ON THE PLEADINGS WHILE A MOTION FOR LEAVE TO AMEND WAS PENDING.

{¶55} In his final assignment of error, Appellant argues the court erred in granting judgment while his motion for leave to file a third amended complaint was still pending.

{¶56} An appellate court reviews a trial court's decision on whether to grant or deny a motion to amend for abuse of discretion. *Netherlands Ins. Co. v. BSHM Architects, Inc.*, 2018-Ohio-3736, ¶ 52 (7th Dist.), citing *Turner v. Cent. Local School Dist.*, 85 Ohio St.3d 95, 99 (1999).

{¶57} Pursuant to Civ.R. 15(A):

A party may amend its pleading once as a matter of course within twenty-eight days after serving it . . . In all other cases, a party may amend its pleading only with the opposing party’s written consent or the court’s leave. The court shall freely give leave when justice so requires.

{¶58} Here, Appellant already amended his complaint twice before filing his motion for leave to file his third amended complaint. Because Appellee did not give its written consent, Appellant needed leave of court to file it.

{¶59} It has been held that an attempt to amend a complaint following the filing of a motion for summary judgment “raises the spectre of prejudice.” *Brown v. FirstEnergy Corp.*, 2005-Ohio-712, ¶ 6 (9th Dist.), quoting *Johnson v. Norman Malone & Assoc., Inc.*, 1989 WL 154763 (9th Dist. Dec. 20, 1989). The rationale being that a plaintiff should not

be permitted to bolster their complaint in response to a motion for summary judgment. *Id.*, citing *Johnson*. The same reasoning applies when the defendant has filed a motion to dismiss, such is the case here. *Id.*

{¶60} In this case, Appellant filed his motion for leave to file his third amended complaint in response to Appellee’s Civ.R. 12(C) motion to dismiss. Based on the above case law, we cannot conclude the trial court abused its discretion in ruling that Appellant’s motion for leave was moot or overruled.

{¶61} Accordingly, Appellant’s fourth assignment of error is without merit and is overruled.

{¶62} For the reasons stated above, the trial court’s judgment is hereby affirmed.

Waite, P.J., concurs.

Robb, J., concurs.

For the reasons stated in the Opinion rendered herein, the assignments of error are overruled and it is the final judgment and order of this Court that the judgment of the Court of Common Pleas of Mahoning County, Ohio, is affirmed. Costs to be waived.

A certified copy of this opinion and judgment entry shall constitute the mandate in this case pursuant to Rule 27 of the Rules of Appellate Procedure. It is ordered that a certified copy be sent by the clerk to the trial court to carry this judgment into execution.

NOTICE TO COUNSEL

This document constitutes a final judgment entry.