

COURT OF APPEALS OF OHIO

**EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA**

TUROCZY BONDING COMPANY,	:	
DBA CITY BONDNG	:	
	:	
Plaintiff-Appellee,	:	No. 116102
	:	
v.	:	
	:	
TONYA HOPPER, ET AL.,	:	
	:	
Defendants-Appellants.	:	

JOURNAL ENTRY AND OPINION

JUDGMENT: REVERSED AND REMANDED
RELEASED AND JOURNALIZED: October 8, 2026

Civil Appeal from the Cuyahoga County Court of Common Pleas
Case No. CV-25-117543

Appearances:

Weltman Weinberg & Reis Co., L.P.A., and Donald A.
Mausar, *for appellee*.

Tonya Hopper, Bethany Harris, and Dominique Harris,
pro se.

SEAN C. GALLAGHER, J.:

{¶ 1} Defendants-appellants Tonya Hopper, Bethany Harris, and Dominique Harris appeal the decision of the trial court that granted plaintiff-appellee Turoczy Bonding Company's motion for summary judgment and found

appellants jointly and severally liable in this bond-forfeiture case. Upon review, we reverse the trial court's ruling and remand the case for further proceedings.

{¶ 2} On May 14, 2025, a complaint was filed by “Turoczy Bonding Company dba City Bonding” that alleged appellants were liable under bond contracts after criminal defendant Cortez Hopper failed to appear before the Lake County Court of Common Pleas, which issued default notices to surety. The complaint alleged an amount due and owing from appellants of “\$178,105, which includes the bond forfeiture of \$150,000, plus \$10,000.00 times two according to the Bond contract, and the balance for the premium due of \$8,105.00.” Although the complaint is styled as “dba City Bonding,” the bond contracts attached to the complaint identify “City Bonding Company, Inc.” as the contracting party.

{¶ 3} Appellants appeared pro se in the matter. Tonya Hopper asserted in her answer to the complaint that the contracts that were signed did not mention Turoczy Bonding Company (“Turoczy”) and that the bond judgment in the Lake County Court of Common Pleas was still an open case. Supplemental exhibits that were filed by Turoczy show there were two criminal actions against Cortez Hopper. It appears that in one case, there was a bond judgment against “City Bonding and/or Universal Fire and Casualty Insurance Company” in the amount of \$150,000, and in the other, there was a bond judgment against “Turoczy Bonding and/or Universal Fire and Casualty Insurance Company” in the amount of \$10,000. Motions to vacate those bond judgments were denied by the Lake County Court of Common Pleas.

{¶ 4} In the action herein, after a motion to dismiss was denied and the dispositive motion deadline was extended by the trial court, Turoczy filed a motion for summary judgment. Turoczy argued that it had fully performed all obligations required under the bond contracts, that Cortez Hopper violated the terms and conditions of his bond, that demand letters were sent to appellants regarding the forfeited bond, and that appellants failed to satisfy and are liable for the full bond amount and associated costs. Turoczy attached an affidavit from its authorized representative stating “the amount currently due and owing” from appellants is “\$178,105.00, together with statutory interest from the date of judgment and costs[.]”

{¶ 5} Appellants filed a motion to strike Turoczy’s motion for summary judgment as untimely because it was not filed by the initial dispositive motion deadline, to dismiss the action for want of prosecution, and for leave to conduct discovery aimed at determining whether Turoczy has any legal right to enforce the bond contracts and actually paid the bond forfeiture or suffered the loss claimed. That motion was denied as moot upon the trial court’s acceptance of Turoczy’s motion for summary judgment and the opposition filed by appellants.

{¶ 6} In opposing the motion for summary judgment, appellants conceded entering into the bail-bond agreements for the release of Cortez Hopper. However, they argued that the contracts identify “City Bonding Company, Inc.” as the contracting party and not Turoczy Bonding Company, among other arguments. They further challenged the affidavit provided by Turoczy and disputed whether

Turoczy is entitled to collect debts owed to City Bonding Company, Inc., whether Turoczy paid the \$150,000 bond forfeiture to the Lake County court, and whether the “dba City Bonding” designation is legitimate. As argued by appellants, no documentation was provided showing that Turoczy and City Bonding Company, Inc. are the same entity or that Turoczy is doing business as City Bonding Company, Inc. Appellants pointed to this court’s decision in *Freeman v. Turoczy Bonding Co., Inc.*, 2022-Ohio-937 (8th Dist.), wherein it was determined that the appellant therein could not “hold Turoczy to [City Bonding, Inc.’s] contractual obligations.” *Id.* at ¶ 46. Turoczy did not respond to these arguments.

{¶ 7} In ruling on Turoczy’s motion for summary judgment, the trial court set forth the facts as follows:

In this case, the court finds that the written record demonstrates that each defendant executed a written bond contract; plaintiff posted the bond enabling the release of Cortez Hopper, [and] therefore plaintiff fully performed. The defendants’ obligation then became due when Mr. Hopper failed to appear in court. Thus, the basic requirements for a valid enforceable contract have been satisfied. Plaintiff received a default notice from the court confirming that the bond had been forfeited. A final demand letter was sent to the defendants regarding the forfeited bond and the outstanding balance owed to plaintiff. Plaintiff asserts the total amount due and owing is \$178,105.00.

{¶ 8} In rejecting appellants’ arguments, the trial court indicated that “the plaintiff is enforcing its own bond under a trade name. The name City Bonding functions as a dba, a licensed agent, the name of which is used on bond paperwork.” The trial court found that the appellants’ obligation “was fixed and liquidated upon

forfeiture of the bond by the court.” Further, the trial court observed that the facts and legal issues of this case did not mirror the *Freeman* case.

{¶ 9} Ultimately, the trial court granted Turoczy’s motion for summary judgment and found appellants liable for the bond forfeiture. The trial court entered judgment in favor of appellee and against appellants jointly and severally in the amount of \$178,105 plus statutory interest from the date of judgment and the costs of the action.

{¶ 10} Appellants, who have each filed an appellate brief pro se, raise several challenges to the trial court’s decision to grant Turoczy’s motion for summary judgment. We review the trial court’s decision de novo, governed by the standard set forth in Civ.R. 56. *See Huntington Natl. Bank v. Schneider*, 2025-Ohio-2920, ¶ 13, citing *Comer v. Risko*, 2005-Ohio-4559, ¶ 8. Under Civ.R. 56(C), summary judgment may be granted when “(1) no genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to that party.” (Cleaned up.) *Huntington* at ¶ 13. “Furthermore, because summary judgment is a procedural device to terminate litigation, it must be awarded with caution. Doubts must be resolved in favor of the nonmoving party.” (Cleaned up.) *Hood v. Diamond Prods.*, 74 Ohio St.3d 298, 304 (1996).

{¶ 11} Upon our review, we find summary judgment was improperly granted in this case. Appellants have repeatedly asserted in this action that Turoczy does not appear on the bond contracts and challenged whether Turoczy may recover on contracts between appellants and “City Bonding Company, Inc.” In moving for summary judgment, Turoczy failed to offer any evidence to establish its connection to the entity appearing on the bond contracts as “City Bonding Company, Inc.” or to properly establish its claim on the bond contracts, which has been consistently challenged by appellants in the matter. Turoczy never addressed the issue, and though the trial court found that “City Bonding” is a trade name, this is different from the name “City Bonding Company, Inc.” that appears on the bond contracts. Although we certainly understand Turoczy’s assertion at oral argument that it is enforcing its own bond contracts under a trade name and brought this action as “dba City Bonding,” we nonetheless find there is a clear discrepancy in the record before us. The trial court did not address this issue, deficient evidence was provided by Turoczy, and there is an inadequate record to resolve this issue on appeal. Furthermore, it is upon Turoczy, and not the court or the opposing party, to properly establish its claim.

{¶ 12} As the party moving for summary judgment, Turoczy had the initial burden of pointing to evidence that demonstrates there is no genuine issue of material fact and that it is entitled to judgment as a matter of law. *See Browne v. Artex Oil Co.*, 2019-Ohio-4809, ¶ 16, citing *AAAA Ents., Inc. v. River Place Community Urban Redevelopment Corp.*, 50 Ohio St.3d 157, 161 (1990). Turoczy

failed to do so, and therefore, its motion for summary judgment should have been denied. This is not to say appellants cannot ultimately be held liable under the bond contracts after further proceedings before the trial court and additional evidence is provided in this matter.

{¶ 13} To the extent that appellants argue that the trial court violated its own scheduling order in this case, we find no abuse of discretion in granting an extension of the dispositive motion deadline or in accepting Turoczy's motion for summary judgment. Although we do not find a due-process violation occurred as argued by appellants, we recognize that there are deficiencies in the record. We also are not persuaded by appellants' judicial-estoppel argument. *See Independence v. Office of the Cuyahoga Cty. Executive*, 2014-Ohio-4650, ¶ 29 (observing that judicial estoppel "precludes a party from taking a position inconsistent with a position that it successfully and unequivocally asserted in a prior judicial proceeding" and "is an equitable doctrine that a court may invoke at its discretion"). Additionally, we will not address arguments being raised for the first time on appeal.

{¶ 14} Upon the limited record before us, we find the trial court erred in granting Turoczy's motion for summary judgment. The case is remanded to the trial court for further proceedings.

{¶ 15} Judgment reversed; case remanded.

It is ordered that appellants recover from appellee costs herein taxed. The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the common pleas court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

SEAN C. GALLAGHER, JUDGE

MICHELLE J. SHEEHAN, A.J., and
EILEEN A. GALLAGHER, J., CONCUR