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IN THE COURT OF COMMON PLEAS STARK COUNTY, OHIO

STATE OF OHIO, ex rel.)	CASE NO. 2025 CV 962
DAVE YOST)	
ATTORNEY GENERAL OF OHIO)	JUDGE CHRYSSA N. HARTNETT
)	
Plaintiff,)	<u>CONSENT JUDGMENT AND</u>
)	<u>AGREED ENTRY AND ORDER</u>
v.)	<u>WITH DEFENDANTS</u>
)	
AUTOMAX OF CANTON LLC et al.)	
)	
Defendants.)	

PREAMBLE

This matter came upon the filing of a Complaint by Plaintiff, the Attorney General of Ohio, charging Defendants Automax of Canton LLC (“Automax”) and owner Elias Eberly (“Eberly”) with violations of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.* Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against Defendants. Each of the Defendants submit to the personal jurisdiction of this Court, consent to the entry of this Consent Judgment and Agreed Entry and Order (“Consent Judgment”) pursuant to R.C. 1345.07(F), to the imposition of this Consent Judgment, and to the rights of Plaintiff to enforce this Consent Judgment.

FINDINGS OF FACT

1. Defendant Automax of Canton (“Automax”) is a domestic limited liability company conducting business in Stark County and other counties in the State of Ohio with its principal place of business last located at 5158 Tuscarawas Street W., Canton, Ohio 44708.
2. Defendant Automax, at all relevant times, was a licensed used motor vehicle dealer previously operating under a permit issued by the Ohio Bureau of Motor Vehicles, permit number 023215. The dealer permit is cancelled.
3. Defendant Elias Eberly (“Eberly”) is an individual who is currently incarcerated and residing at the Marion Correctional Institution, Inmate #A804983, 940 Marion-Williamsport Rd., E., Marion, Ohio 43302. His current release date is October 22, 2025.
4. Defendant Eberly is the principal owner of Automax and dominated, controlled and directed the business activities and sales conduct of Automax, and exercised the authority to establish, implement or alter the policies of Automax, and committed, allowed, directed, ratified or otherwise caused the unlawful acts alleged herein to occur.
5. The allegations contained herein occurred prior to Defendant Eberly’s incarceration.
6. Defendants were at all times relevant to this action engaged in the business of soliciting, promoting, purchasing, selling, financing and collecting the proceeds of the sales of used motor vehicles to consumers in Stark County and other Ohio counties.
7. Defendants solicited individual Ohio consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
8. In some instances, the Defendants did not have physical possession of the titles and/or the vehicles were not titled to the Defendants on the dates the vehicles were sold to consumers.
9. Defendants failed to file applications for certificate of title within thirty days after the

assignment or delivery of motor vehicles.

10. Defendants failed to obtain certificates of title on or before the fortieth day after the sale of motor vehicles.
11. As a result of the Defendants' conduct, retail purchasers were unable to obtain certificates of title to their used motor vehicles and filed complaints with the Ohio Attorney General.
12. As a result of the Defendants' conduct, to date claims totaling \$84,551.51 were paid from the Ohio Attorney General's Title Defect Recision ("TDR") Fund for the Defendants' failure to transfer title.
13. Plaintiff made claims totaling \$25,000.00 to American Contractors Indemnity for bond number 100811114 to replenish TDR funds that were dispersed to resolve several of the consumer title complaints against Defendants.
14. Plaintiff received payments totaling \$25,000.00 from the bond referenced above.
15. The current balance owed to the TDR Fund for payments made as a result of complaints against Defendants is \$59,551.51.

CONCLUSIONS OF LAW

1. The Attorney General is the proper party to commence these proceedings under the authority vested in him by the R.C. 1345.07 of the CSPA, and the Certificate of Motor Vehicle Title Act, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
3. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(2)-(3), in that Defendants operated their business from and engaged in the transactions complained of, in

Stark County.

4. Defendants are each a “supplier,” as Defendants engaged in the business of effecting or soliciting “consumer transactions” either directly or indirectly, by offering for sale, selling or financing the purchase of used motor vehicles to “consumers” for purposes that were primarily personal, family, or household use, as those terms are defined in R.C. 1345.01(A) (C) and (D).
5. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A), by failing to file applications for certificates of title within thirty days after the assignment or delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b).
6. Defendants committed unfair and deceptive acts or practices in violation of R.C. 1345.02(A), by selling motor vehicles to consumers, in the ordinary course of business, and then failing to obtain certificates of title on or before the fortieth day after the sale of the motor vehicles as required by R.C. 4505.181(B)(1).
7. The acts or practices described in Conclusions of Law paragraphs 5 and 6 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

- A. The Court hereby DECLARES that the acts and practices described above violate the CSPA, R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.* in the manner set forth herein.
- B. Defendants, individually and doing business under the name Automax of Canton LLC or any other name, their officers, agents, representatives, salespersons, employees,

successors, and assigns, and all persons acting in concert and participation with them, directly or indirectly, are PERMANENTLY ENJOINED from engaging in the acts and practices that violate the CSPA, R.C. 1345.01 *et seq.*, or the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.* including, without limitation, violations of the specific statutes described in this Consent Judgment.

- C. Pursuant to R.C. 1345.52, and R.C. 1345.07, Defendants are ORDERED, jointly and severally, to pay the Consumer Protection Section of the Ohio Attorney General's Office \$59,551.51 as payment to the TDR Fund, established pursuant to R.C. 1345.52, for the amount spent to resolve multiple consumer title complaints.
- D. Pursuant to R.C. 1345.07(D), Defendants are assessed and ORDERED, jointly and severally, to pay a civil penalty in the amount of \$25,000.00 with \$20,000.00 suspended on condition the Defendants are in compliance with all provisions of this Consent Judgment. Payment of the unsuspended \$5,000.00 shall be made to the Ohio Attorney General's Office and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Stark County Treasurer, per R.C. 1345.07(G).
- E. Payments due pursuant to Paragraphs C and D of this Order totaling \$64,551.51 shall be made in accordance with the following payment schedule:
 - a. \$500.00 per month for 12 months, with the first payment due on or before October 1, 2025 and each payment due thereafter on or before the 1st day of each month for 11 consecutive months.
 - b. \$750.00 per month for 18 months, with the first payment due on or before October 1, 2026 and each payment due thereafter on or before the 1st day of each month for

17 consecutive months.

- c. \$1,000.00 per month for 24 months, with the first payment due on or before April 1, 2028 and each payment due thereafter on or before the 1st day of each month for 23 consecutive months.
- d. \$1,250.00 per month for 16 months, with the first payment due on or before April 1, 2030 and each payment due thereafter on or before the 1st day of each month for 15 consecutive months.
- e. A final payment of \$1051.51 due on or before August 1, 2031.

F. Payment of the amounts required pursuant to Paragraphs C and D above shall be made via certified check or money order, made payable to the "Ohio Attorney General's Office," for deposit into the Consumer Protection Enforcement Fund or holding account as noted herein, and delivered to:

**Consumer Protection Section
Attn: Finance Specialist
Office of the Ohio Attorney General
30 E. Broad St., 14th Floor
Columbus, Ohio 43215**

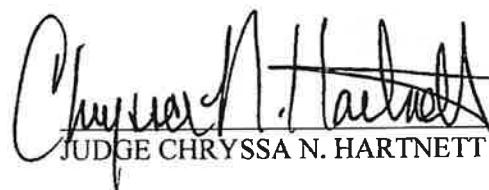
- G. Payments made pursuant to Paragraphs C and D by any Defendant shall offset any remaining amounts due and owing by the remaining Defendants for those amounts due under Paragraphs C and D.
- H. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment including, but not limited to, the acceleration of the TDR Fund recovery and civil payment amounts in Paragraphs C and D of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this

Consent Judgment.

- I. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendants shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees, investigative costs, and interest and collection costs as permitted by statute.
- J. IT IS FURTHER ORDERED that Defendants shall be prohibited from applying for or obtaining an auto dealer license under Chapter 4517 of the Revised Code if they are not in compliance with all the provisions of this Consent Judgment. If Defendants are current on their payment plan and are not otherwise in breach of this Consent Judgment, Defendants are not prohibited from applying for or maintaining a dealer license.
- K. Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Automax business operations.
- L. Defendants jointly and severally shall pay all court costs associated with this action.

IT IS SO ORDERED.

DATE



~~Chryssa N. Hartnett~~

JUDGE CHRYSSA N. HARTNETT

Agreed to by:

DAVE YOST
Attorney General

/s/ Emily G. Dietz

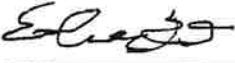
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Automax of Canton LLC
Defendant



Elias Eberly, individually
Defendant