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APR 24 2026

CONSUMER PROTECTION SECTION
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IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

STATE OF OHIO <i>ex rel.</i>)	Case No: CV-2025-04-1964
ATTORNEY GENERAL)	
DAVE YOST)	JUDGE TAMMY O'BRIEN
)	
Plaintiff,)	
)	
v.)	CONSENT JUDGMENT AND
)	FINAL AGREED ENTRY AND
VALL ILIEV, <i>et. al.</i>)	ORDER AGAINST DEFENDANTS
)	VALL ILIEV AND VALLMAR
Defendants.)	STUDIOS LLC

Plaintiff, State of Ohio *ex rel.* Attorney General Dave Yost (“Plaintiff”), initiated this action on April 29, 2025 with the filing of its Complaint against Defendants Vall Iliev (“Iliev”), Vallmar Studios LLC (“Vallmar”), and ShotStop Ballistics, LLC (“ShotStop”)(collectively, “Defendants”) pursuant to provisions of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*

Plaintiff and Defendants Iliev and Vallmar (collectively, the “Settling Defendants”) have agreed to settle and resolve the matters contained herein and all claims alleged against the Settling Defendants.

By signing this Consent Judgment and Final Agreed Entry and Order (“Consent Judgment”), the Settling Defendants submit to the personal jurisdiction of this Court and consent to the entry of this Consent Judgment. The Settling Defendants also consent to the imposition of this Consent Judgment and to the rights of Plaintiff to enforce it.

AGREED FACTS AND RELEVANT CONDUCT

1. Defendant Iliev is a natural person currently residing in Ashland, Kentucky.
2. Defendant Vallmar is a domestic Limited Liability Company registered with the Ohio Secretary of State on or about October 6, 2008.

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3. At all times relevant to this action, Defendant Iliev was the sole owner of Defendant Vallmar and controlled and directed its business activities, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
 4. Defendant ShotStop is a domestic Limited Liability Company registered with the Ohio Secretary of State on or about March 23, 2015.
 5. At all times relevant to this action, Defendant Iliev was the majority owner and controlling officer of Defendant ShotStop and controlled and directed its business activities, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
 6. At all times relevant to this action, the Settling Defendants and Defendant ShotStop maintained a principal place of business in Stow, Ohio.
 7. At all times relevant to this action, the Settling Defendants, in participation with Defendant ShotStop, knowingly engaged in a scheme orchestrated by Defendant Iliev to import body armor plates from China through Defendant Vallmar for the purchase and resale by Defendant ShotStop to consumers located in the State of Ohio and throughout the United States.
 8. Although the body armor plates were imported and not manufactured anywhere in the United States, they were labeled, marketed and sold to consumers with the false representations that they were "Made in Stow, Ohio," "Made in the USA," and/or "Manufactured in Ohio."
 9. The imported body armor plates were also labeled, marketed, and sold to consumers with the false representations that they were United States National Institute of Justice ("NIJ") certified with both Level III and Level IV protection even though they were never actually tested per NIJ regulation and did not pass corresponding certification tests.

10. Defendant Iliev procured and facilitated the purchase and delivery of the imported body armor plates from China to Stow, Ohio.
11. Once the imported body armor plates were received in Stow, Ohio, Defendant Iliev directed employees of Defendant Vallmar to affix labels with the false manufacturing and NIJ certification representations, including the inclusion of NIJ's trademarked symbol of certification.
12. Defendant Iliev then directed the employees of Defendant ShotStop to conduct the marketing, sale, and shipment of the imported, falsely labeled body armor plates to consumers using the false manufacturing and NIJ certification representations.
13. On February 25, 2025, the United States Attorney ("US Attorney") filed a criminal Information in the United States District Court for the Northern District of Ohio against the three Defendants in this matter. *United States v. Iliev*, Case No. 25-CR-70. ("Information").
14. The US Attorney charged that the Defendants had conspired to illegally import and smuggle defective armored plates from China, then fraudulently market and sell them to consumers in the United States of America.
15. The US Attorney separated its charges into three Counts: 1) Conspiracy to Smuggle Goods into the United States, alleging that the Defendants illegally imported and smuggled defective armored plates from China with the intent to sell them to customers within the United States; 2) Conspiracy to Traffic in Counterfeit Goods, alleging that the Defendants knowingly sold goods using counterfeit marks which falsely represented NIJ certification and stating the place of manufacture as Stow, Ohio; and 3) Conspiracy to Commit Mail and Wire Fraud, alleging that the Defendants sold armored plates under false representations about their origin to realize a margin of profit far greater than if the plates had actually been produced domestically.

16. On March 18, 2025, each of the Settling Defendants pled guilty to all of the counts included in the Information filed by the US Attorney.

CONCLUSIONS OF LAW

17. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C 1345.04.
18. Venue is proper in this Court pursuant to Ohio Civ. R. 3(C)(3) and (6), in that Summit County is where the Defendants conducted activity that gave rise to the claims for relief and is also the county in which all or part of the claims for relief arose.
19. The Attorney General of Ohio, Dave Yost, is the proper party to commence these proceedings in the public interest and on behalf of the State of Ohio and impacted consumers under the authority vested in him by R.C. 1345.07.
20. The Settling Defendants are each a “supplier” as that term is defined in R.C. 1345.01(C), as they each engaged in the business of soliciting or effecting “consumer transactions” by soliciting for sale and selling imported body armor plates to individual consumers in the State of Ohio and other states for purposes that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).
21. The Settling Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute. Specifically, the Settling Defendants knowingly shipped consumers incorrect, uncertified, and inferior goods in place of the goods ordered by consumers.

22. The Settling Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(1), by:
- a. Representing that the Settling Defendants' body armor plates had sponsorship, approval, performance characteristics, accessories, uses or benefits that they do not have. Specifically, the Settling Defendants sold counterfeit and uncertified goods which they falsely labeled to induce consumers into thinking they were purchasing NIJ certified products;
 - b. Representing that Settling Defendants' body armor plates had sponsorship, approval, performance characteristics, accessories, uses or benefits that they do not have. Specifically, the Settling Defendants falsely claimed that their body armor plates had NIJ certifications that they did not have and fraudulently used NIJ's trademarked symbol of certification on their product labeling without authorization; and
 - c. Representing that the Settling Defendants' body armor plates had sponsorship, approval, performance characteristics, accessories, uses or benefits that they do not have. Specifically, the Settling Defendants falsely claimed that body armor plates sold to consumers offered a level of protection corresponding to certain NIJ certification levels which the body armor plates did not actually provide.
23. The Settling Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(2), by representing that the Settling Defendants' body armor plates are of a particular standard, quality, grade, style prescription or model, that they are not. Specifically, the Settling Defendants falsely claimed that their body armor plates were manufactured in Ohio or in the United States, when they were in fact manufactured in China.


ORDER

- A. Plaintiff's request, pursuant to R.C. 1345.07(A)(1), for the issuance of a declaratory finding that each act or practice set forth above violates the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, is hereby GRANTED.
- B. Pursuant to R.C. 1345.07(A)(2), the Settling Defendants, together with their agents, employees, partners, successors or assigns, and all persons acting in concert and participation with any of them, directly or indirectly, through any corporate device, partnership, or other association, under their own or any other names, are hereby PERMANENTLY ENJOINED from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*
- C. Based on the above findings that the Settling Defendants committed unfair and deceptive acts and practices in violation of the CSPA and pursuant to R.C. 1345.07(D), the Settling Defendants are jointly and severally liable for, and ORDERED to pay, a civil penalty in the amount of \$5,000,000.00 to the Consumer Protection Section of the Ohio Attorney General's Office to be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount to the Summit County Treasurer pursuant to R.C. 1345.07(G).
- D. Unless otherwise directed by Plaintiff, all payments ordered shall be made to the Attorney General's Office via a certified check or money order, made payable to the "Ohio Attorney General's Office" and delivered to:
- Ohio Attorney General's Office
Attn: Consumer Protection Financial Specialist
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
- E. The Settling Defendants, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, are hereby enjoined from engaging in consumer transactions as suppliers

in the State of Ohio until all monetary amounts ordered to be paid in this action have been satisfied.

- F. It is further ORDERED that any failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- G. The Settling Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.
- H. The Settling Defendants are ORDERED to pay all court costs associated with this action.
- I. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.
- J. This action shall remain pending as to Defendant ShotStop and the entry of this Consent Judgment shall not be construed as an admission, stipulation, or agreement by or on behalf of Defendant ShotStop as to any of the Findings of Fact or Conclusions of Law contained herein.
- K. The Court determines that there is no just reason for delay in entering this Consent Judgment and that it shall be a final appealable order, fully resolving and concluding Plaintiff's claims in this action against the Settling Defendants.

IT IS SO ORDERED.



JUDGE TAMMY O'BRIEN

JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:

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Ohio Attorney General

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Counsel for Defendants Vall Iliev and Vallmar Studios, LLC

ALSO APPROVED AND AGREED TO BY:
VALLMAR STUDIOS, LLC, an Ohio Limited Liability Company

/s/ Vall Iliev (per wet signature authorization)
By: Vall Iliev, Sole Member
Defendant

and
VALL ILIEV, an individual

/s/ Vall Iliev (per wet signature authorization)
By: Vall Iliev
Defendant