

LYNNAL TODARO
CLERK OF COURTS
STARK COUNTY, OHIO

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

2026 JUN -3 AM 8:57

STATE OF OHIO, ex rel.)
ATTORNEY GENERAL)
DAVE YOST)
30 East Broad St., 14th Floor)
Columbus, Ohio 43215)

CASE NO.)
2026CV01165)
JUDGE)
Heath)

Plaintiff,)

COMPLAINT FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF,
RESTITUTION, CIVIL
PENALTIES, AND OTHER
APPROPRIATE RELIEF

v.)

SIGNATURE AUTO GROUP, LLC)
c/o Registered Agent Mark Iacona)
3111 State Rd.)
Medina, Ohio 44256,)

and)

SIGNATURE AUTO GROUP II)
c/o Registered Agent Mark Iacona)
3111 State Rd.)
Medina, Ohio 44256,)

and)

Mark Iacona, individually)
3111 State Rd.)
Medina, Ohio 44256,)

Defendants.)

JURISDICTION

1. Plaintiff, State of Ohio, by and through counsel, the Attorney General of Ohio, Dave Yost, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by 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.*

ENTERED BY 1.

2. The actions of Defendants Signature Auto Group, LLC (“SAG”), Signature Auto Group II (“SAG II”) and Mark Iacona (“Iacona”) (collectively “Defendants”), hereinafter described, have occurred in the State of Ohio, Stark County and other counties, and, as set forth below, are in violation of the CSPA, R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.*
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that some of the transactions complained of herein occurred in Stark County, Ohio.

DEFENDANTS

5. Defendant SAG 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 having been located at 507 Lincoln Way E., Massillon, Ohio 44646.
6. Defendant SAG at all relevant times was a licensed used motor vehicle dealer, operating under a permit issued by the Ohio Bureau of Motor Vehicles, permit number UD019453. The permit expired on March 31, 2025, and remains inactive.
7. Defendant SAG II 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 having been located at 909 Lincoln Way E., Massillon, Ohio 44646.
8. Defendant SAG II at all relevant times was a licensed used motor vehicle dealer, operating under a permit issued by the Ohio Bureau of Motor Vehicles, permit number UD024033. The permit expired on March 31, 2025, and remains inactive.

9. Defendant Iacona is an individual who, on information and belief, resides at 3311 State Rd., Medina, Ohio 44256.
10. On information and belief, Defendant Iacona is the principal owner of both SAG and SAG II and dominated, controlled and directed the business activities and sales conduct of each, exercised the authority to establish, implement or alter the policies of each, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
11. Defendant Iacona had been involved in every aspect of these businesses, including overseeing each business' financials and helping to resolve consumer complaints.
12. Defendants, as described below, were each a "supplier" as Defendants were, at all times relevant herein, 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 for personal, family, or household use, as those terms are defined in R.C. 1345.01(A), (C), and (D).

STATEMENT OF FACTS

13. 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 residing in Stark and other Ohio counties.
14. Defendants solicited individual Ohio consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
15. 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.
16. Defendants failed to file applications for certificates of title within thirty days after the

assignment or delivery of motor vehicles.

17. Defendants failed to obtain certificates of title on or before the fortieth day after the sale of motor vehicles.
18. Plaintiff received complaints from consumer purchasers related to Defendants' failure to obtain a title in the name of consumer purchasers within 40 days of the date of the sale.
19. Plaintiff subsequently acted as the consumer purchasers' representative and provided notices of a request for rescission to the Defendants and gave the Defendants the opportunity to refund the full purchase price of the motor vehicles.
20. Defendants failed to refund the vehicles' purchase price in response to the Plaintiff's requests for rescission.
21. Defendants further failed to refund the vehicles' purchase price or otherwise reach a satisfactory compromise with retail purchasers within seven business days of the Attorney General's presentation of the retail purchasers' rescission claims.
22. Subsequently, the consumer purchasers applied to the Attorney General for payment from the TDRF for the full purchase price of the vehicles.
23. Title Defect Rescission ("TDR") claims totaling \$109,637.36 have been paid from the TDR Fund ("TDRF") pursuant to R.C. 4505.181 and administered by the Ohio Attorney General's Office for the Defendants' failure to transfer title. Eight payouts totaling \$54,706.75 were paid from the TDRF for claims against Defendant SAG, and ten payouts totaling \$54,930.61 were paid from the TDRF for claims against Defendant SAG II.

CAUSE OF ACTION:
VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT AND
CERTIFICATE OF MOTOR VEHICLES ACT

24. Plaintiff incorporates by reference, as if completely rewritten herein, the preceding paragraphs of this Complaint.
25. Defendants have committed deceptive acts or practices in violation of R.C. 1345.02 of the CSPA, by operation of R.C. 4505.181(H) of the Certificate of Motor Vehicle Title Act, by selling motor vehicles to consumers in the ordinary course of business, failing to obtain a title in the name of the retail purchaser, receiving a notice of request for rescission, and then failing to comply with their obligation to deliver a full refund of the purchase price of the motor vehicle in violation of divisions (B) and (C) of R.C. 4505.181.
26. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* The Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

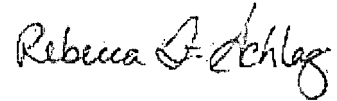
- A. ISSUE A DECLARATORY JUDGMENT declaring that each act or practice described in Plaintiff's Complaint violates the CSPA, R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.* in the manner set forth in this Complaint.
- B. ISSUE PERMANENT INJUNCTIVE RELIEF enjoining Defendants, under their names or any other names, and any officers, agents, representatives, salespeople, employees, successors and assigns and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts and practices of which Plaintiff complains and

from further violating the CSPA, R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.*

- C. ORDER Defendants liable for reimbursement to all consumers found to have been damaged by the Defendants' unfair and deceptive acts and practices, and motor vehicle title violations.
- D. ORDER Defendants, pursuant to R.C. 1345.52, liable for payment to the Attorney General's TDR Fund for funds expended to resolve title defects caused by Defendants' motor vehicle title violations.
- E. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000.00 for each of the appropriate unfair and deceptive acts alleged in the Complaint, pursuant to R.C. 1345.07(D).
- G. ORDER that the Defendants be enjoined from engaging in consumer transactions as a Supplier in the State of Ohio until they have satisfied all payments, civil penalties, court costs, and made full repayment to the TDR Fund.
- H. ORDER that the Defendants be prohibited from maintaining, renewing or applying for an auto dealer or salesperson license under Chapter 4517 of the Revised Code.
- I. GRANT Plaintiff its costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- J. ORDER the Defendants to pay all court costs.
- K. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

OHIO ATTORNEY GENERAL
DAVE YOST



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