UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

Nazira Aidaralieva v. KG Akron, LLC, et al.

Aidaralieva · No. 5:25CV2006 · Decided December 16, 2025

SUMMARY

The United States District Court for the Northern District of Ohio granted Defendant KG Akron, LLC's unopposed motion to compel arbitration and stay the action. The court held that the arbitration provision covered Plaintiff Nazira Aidaralieva's claims arising from the purchase and condition of a vehicle, and also stayed any derivative liability claim against PNC Bank pending arbitration.

CASE DETAILS

COURT	United States District Court for the Northern District of Ohio
WRITING FOR THE COURT	John R. Adams
JURISDICTION	United States District Court for the Northern District of Ohio
DECIDED	December 16, 2025
DOCKET	5:25CV2006
DISPOSITION	other
PROCEDURAL POSTURE	Defendant KG Akron, LLC moved to stay the action and compel arbitration under an arbitration provision in the parties' vehicle-sale agreement. Plaintiff did not oppose the motion.
STANDARD OF REVIEW	The court determined whether a valid agreement to arbitrate existed and whether the dispute fell within the agreement's substantive scope.
PRECEDENTIAL VALUE	Unknown; memorandum opinion and order from a federal district court, with no published reporter citation.
PARTIES	Nazira Aidaralieva v. KG Akron, LLC, d/b/a Ken Ganley Toyota, PNC Bank

TOPICS

arbitration · consumer protection · truth in lending · breach of contract · civil procedure

PRACTICE AREAS

arbitration · consumer protection · truth in lending · contracts · civil procedure

QUESTIONS PRESENTED

1. Whether the parties entered into a valid arbitration agreement covering Aidaralieva's claims arising from the vehicle purchase and condition.
2. Whether the action should be stayed pending arbitration.
3. Whether Aidaralieva's derivative liability claim against PNC Bank should also be stayed while arbitration proceeds against Ganley.

HOLDINGS

1. The arbitration provision covered all of Aidaralieva's claims against KG Akron, LLC because the claims arose from or related to the purchase and condition of the vehicle and the resulting transaction or relationship.
2. The action was stayed and arbitration was compelled as to the claims against KG Akron, LLC.
3. To the extent Aidaralieva asserted a derivative liability claim against PNC Bank, that claim was also stayed while arbitration proceeded against KG Akron, LLC.

KEY QUOTATIONS

> *"Any claim or dispute, whether in contract, tort, statute, or otherwise (including the interpretation and scope of this Arbitration Provision, and any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, the contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by mutual, binding arbitration and not by court action."* (Doc. 11-1 at 5)

> *"must determine whether the dispute is arbitrable, meaning that a valid agreement to arbitrate exists between the parties and that specific dispute falls within the substantive scope of the agreement."* (537 F.3d at 561)

> *"a liberal federal policy favoring arbitration agreements, notwithstanding any state substantive or procedural policies to the contrary."* (460 U.S. at 24)

FACTUAL BACKGROUND

Aidaralieva alleged that she purchased a 2021 Toyota Corolla from Ganley on October 10, 2024, for slightly more than $25,000. She alleged that the vehicle had sustained damage in three prior incidents and had an undisclosed open recall, and that multiple defects arose shortly after the purchase that Ganley could not remedy. She asserted claims under the Ohio Consumer Sales Practices Act, for breach of warranties and fraud, and under the Truth in Lending Act.

PROCEDURAL HISTORY

Aidaralieva filed claims arising from her purchase of a used Toyota Corolla, including claims under the Ohio Consumer Sales Practices Act, breach of warranties, fraud, and the Truth in Lending Act. KG Akron moved to compel arbitration and stay the case. The district court granted the motion and ordered periodic status reports concerning the arbitration.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. The parties must file status reports every 90 days from the order's date regarding the arbitration and promptly file notice when the arbitration concludes.

CASES CITED

- Landis v. Pinnacle Eye Care, LLC, 537 F.3d 559, 561 (6th Cir. 2008)
- Dean Witter Reynolds, Inc. v. Byrd, 470 U.S. 213, 221 (1985)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24 (1983)

OPINION

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF OHIO EASTERN DIVISION Nazira Aidaralieva,) Case No. 5:25CV2006)) Plaintiff,)) JUDGE JOHN R. ADAMS v.))) KG Akron, LLC, et al.,) MEMORANDUM OF OPINION) AND ORDER) Defendants.) (Resolves Doc. 11)) This matter comes before the Court on a stay this matter pending arbitration filed by Defendant KG Akron, LLC, d/b/a/ Ken Ganley Toyota.

Doc. 11. Plaintiff Nazira Aidaralieva has not opposed the motion. The motion is GRANTED. I. Facts The complaint alleges that Aidaralieva purchased a 2021 Toyota Corolla from Ganley on October 10, 2024 for a little over $25,000.

The complaint further alleges that the vehicle had been damaged in three prior incidents and had an open recall – none of which was disclosed at the time of sale. The complaint further alleges that multiple defects arose in the vehicle shortly after the purchase and that Ganley has been unable to remedy the defects. Based upon these facts, Aidaralieva brought claims alleging violations of the Ohio Consumer Sales Practices Act, breach of warranties, fraud, and violations of the Truth in Lending Act.

Ganley moved to compel arbitration arguing that the parties' sale agreement included the following: Any claim or dispute, whether in contract, tort, statute, or otherwise (including the interpretation and scope of this Arbitration Provision, and any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, the contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by mutual, binding arbitration and not by court action.

Doc. 11-1 at 5. II. Legal Standard In reviewing the pending motion, this Court "must determine whether the dispute is arbitrable, meaning that a valid agreement to arbitrate exists between the parties and that specific dispute falls within the substantive scope of the agreement." Landis v. Pinnacle Eye Care, LLC, 537 F.3d 559, 561 (6th Cir. 2008).

The Court is mindful in its analysis that in passing the Federal Arbitration Act (FAA), 9 U.S.C. § 1 et seq., Congress's "preeminent concern" was to enforce private agreements to arbitrate. See Dean Witter Reynolds, Inc. v. Byrd, 470 U.S. 213, 221 (1985). Furthermore, in resolving the issue, this Court must consider that there is "a liberal federal policy favoring arbitration agreements, notwithstanding any state substantive or procedural policies to the contrary." Moses H. Cone Memorial Hosp. v. Mercury Const.

Corp., 460 U.S. 1, 24 (1983). III. Analysis The plain language of the parties' arbitration provision expressly covers claims arising from the purchase and condition of the vehicle. Aidaralieva has offered no opposition to suggest any theory that would take this matter outside of arbitration.

Accordingly, the Court finds that each of the claims against Ganley are subject to arbitration. To the extent that Aidaralieva has a derivative liability claim against Defendant PNC Bank, that claim will also be stayed while arbitration is completed with Ganley. IV. Conclusion The motion to stay and compel arbitration is hereby GRANTED.

The parties shall file status reports every 90 days from the date of this order to apprise the Court of the status of the arbitration proceeding. The parties shall also promptly file a notice at the conclusion of the arbitration proceedings. IT IS SO ORDERED. Dated: December 16, 2025 ____/s/ Judge John R. Adams_______ JUDGE JOHN R. ADAMS UNITED STATES DISTRICT COURT